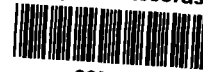


Eagle Marine Industries, Inc.

EPA Region 5 Records Ctr.

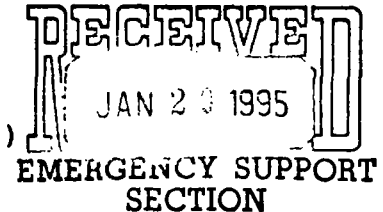


225204

SUITE 1725 • 200 NORTH BROADWAY • ST. LOUIS, MISSOURI 63102-2716 • 314/421-1153

January 19, 1995

Ms. Carol Graszer Ropski
Emergency Support Section
U.S. Environmental Protection Agency (HSE-5J)
77 West Jackson Boulevard
Chicago, Illinois 60604



RE: Combined Responses of Eagle Marine Industries, Inc.,
Riverport Terminal and Fleeting Company and
Fred H. Leyhe to Information Request
Dated December 16, 1994

Dear Ms. Graszer Ropski:

Please find enclosed the answers to your request for information pursuant to the letter of Richard C. Karl, Chief, Emergency & Enforcement Response Branch dated December 16, 1994, to the above-captioned Respondents. We have attempted to comply with the request in the time allowed to us, and will assure you if any other information comes to our attention or there is a change in any matter we will forward to you supplemental information in a timely manner.

We wish to advise that the information relative to the financial conditions of the Respondents and all of the tax returns submitted herein, with respect to any and all of the Respondents, are confidential and we are making said confidentiality claim pursuant to 40 C.F.R.2.203(b).

As an officer of Eagle Marine Industries and representative of the other Respondents answering herein, I wish to advise that I have made a diligent search of records and information pursuant to your request and have answered all questions, and responded to all document production to the best of my knowledge and belief.

If you need any additional information, please do not hesitate to contact me directly.

Very truly yours,

Richard D. Burke
President

Exhibits

B+C

CB1

*1/20/95
CGR*

Enclosures

RDB:dmg

15

ANSWERS TO USEPA INFORMATION REQUESTS

1. Mr. Donald Elsasser - Former Trustee, Cahokia Trust - 1718 Warson Estates, St. Louis, Missouri 63124.
2. A. See Exhibit A.
B. See Exhibit B.
C. Current assets and liabilities are set forth in Exhibit B, Consolidated Financial Statements of Eagle Marine Industries, Inc. and Subsidiary dated April 30, 1994. Richard D. Burke, President of Eagle Marine Industries, Inc. is the person currently responsible for such assets and liabilities on behalf of the corporation.
3. N/A.
4. N/A.
5. Notre Dame Fleeting and Towing Service, Inc., a corporation, was formed on April 14, 1961, the Articles of Incorporation were amended on December 4, 1973, and the name of the corporation was changed to Eagle Marine Industries, Inc.. Riverport Terminal and Fleeting Company was formed on November 12, 1974. On December 8, 1986. Riverport Terminal and Fleeting Company was merged into the James B. Eads Corporation, a company whose principal stockholder was Fred H. Leyhe. The James B. Eads Corporation owned the Lt. Robert E. Lee riverfront restaurant on the Mississippi River in St. Louis. The James B. Eads Corporation was merged with Eagle Marine Industries, Inc. on December 8, 1986.

Fred H. Leyhe is currently chairman of the Board of Eagle Marine Industries, Inc. He is the majority shareholder of Eagle Marine Industries, Inc. He was also the majority shareholder of James B. Eads Corporation and Riverport Terminal and Fleeting Company prior to the mergers in December 1986.

For the purpose of answering the information requests the respondents will be identified as follows in answers to information requests #6 through 26.

NDFT - Notre Dame Fleeting and Towing Service
EMI - Eagle Marine Industries, Inc.
RTF - Riverport Terminal and Fleeting Company
FHL - Fred H. Leyhe
TPC - The Pillsbury Co.
RCL - Rivercity Landscape Supply
CGB - Consolidated Grain and Barge Company

6. See Attachment Q.
7. See Exhibit C. - and answer to #5

Merged into EMI in 1986 - no Return available.

8. RTF originally purchased and operated a 165 acre riverfront site in Sauget, Illinois, Port of St. Louis, Mile 177.5 Upper Mississippi River for the purpose of fleeting barges along the shoreline and utilization of an offshore anchor fleet. RTF constructed a bulk river terminal for the unloading and storage of coal, coke, salt and other bulk products on one-half (Parcel A, Exhibit D) of the property during 1977, 1978 and 1979, with the other one-half (Parcel B, Exhibit D) of the property remaining unused. In addition, RTF established three areas for the fleeting of barges. On July 31, 1979, RTF leased one-half (Parcel A, Exhibit D) of the property and the bulk terminal facility to the Pillsbury Co., Minneapolis, Minnesota (TPC). In 1979-1980 TPC constructed a grain transfer terminal facility (truck or rail to barge) on Parcel A. In December 1986, RTF was merged into EMI.

On January 20, 1989, EMI, as successor in interest to RTF, signed a consent to assignment whereby TPC assigned the EMI lease to ConAgra, Inc.. On July 14, 1989, EMI agreed to amend the lease allowing ConAgra, Inc. to substitute the Peavey Company, a division of ConAgra, Inc. for TPC.

In February 1991, EMI entered into a barge fleeting agreement with Consolidated Grain and Barge Company (CGB) to operate various barge fleeting facilities at the site.

In January 1992, EMI entered into a lease agreement with Rivercity Landscape Supply, Inc. (RCL) to lease an improved ten acre parcel of property on Parcel B (See Exhibit D). RCL operates a wholesale landscape supply business at the site, processing raw landscape products such as mulch, rock and soil into various size packages for distribution to the retail landscape industry.

In March 1992, EMI authorized Baur Trucking Company, Inc., Cahokia, Illinois, to furnish rip rap material to be used for fill and bank stabilization/erosion control at the site (Exhibit E). Baur Trucking was authorized subject to certain conditions to deposit, process, sort, stock pile and distribute material in the project area at the southern end of Parcel B (see Exhibit D). All bank stabilization work was in accordance with and pursuant to a U.S. Army Corps of Engineers permit.

9. FHL acquired 165 acres (see Exhibit D, Parcels A and B) in April 1973, from Cahokia Trust Properties (see Exhibit F). NDFT acquired 650 acres (see Exhibit G) in April 1973, from Cahokia Trust Properties (see Exhibit H). Approximately 63 acres of the NDFT property is part of the subject site. From 1973 to 1977 the river frontage of the 165 acre FHL site was used for barge fleeting. In 1974 RTF was formed to acquire the 165 acre site from FHL. From 1974 to 1986 RTF developed the site as described in information request #8. In December 1973, NDFT's name was changed to EMI. In 1986, RTF was merged into EMI and EMI took over all operations at both sites.

10. Prior Owner
Cahokia Trust
Robert H. McRoberts (successor trustee to Charles E. Richardson deceased)
Donald C. Elsasser and Russell P. Richardson, as trustees of Cahokia Trust, acting under deed dated December 26, 1928, and recorded in the Office of Recorder of Deeds, St. Clair County, Illinois in Book 723, page 371, as thereafter extended and modified and again extended by agreement dated December 17, 1968, and recorded as Document #A303205, and in Book 2155, Page 25, St. Clair County Records.
- A. December 1928 to April 1973.
B. Copy of Trustee's Deed Exhibit F and Exhibit H.
C. Unknown.
11. ABC.
1. The Cahokia Trust Properties leased the site to Paul Sauget and the Sauget and Co. in July 1972 for a municipal/sanitary landfill (see Exhibit I).
2. Union Electric Company - operated a fly ash and pit ash pit at the site under an agreement with Cahokia Trust Properties from 1952 to 1973 (Exhibit J).
3. On June 17, 1974 to June 1976, FHL and Louise K. Leyhe leased 12 acres at the site to Union Electric for the deposit of waste ash and cinders (see Exhibit K).
D. Unknown.
E. Nothing more than was disclosed in documents at the time of purchase of the property and events noted in exhibits attached hereto.
12. No.
13. No.
14. A. See Exhibit L.
B. Various underground utilities (telephone, electric, water, etc. are located throughout the property. All of the utilities were installed by lessees on the property and exact locations are unknown as they have not been surveyed.
C. Approximate location of surface structures are shown on Exhibit M.
D. Unknown - no drilling by Respondent - See EPA studies and Expanded Site Studies.
E. None and Unknown - no drilling by Respondent - See EPA studies and Expanded Site Studies.
F. The Peavey Company is currently erecting eight grain storage bins above ground adjacent to its bulk grain terminal facility.
G. Included as various exhibits to the answers to information requests.
15. None. Except as to having the Sauget and Union Electric operations.
16. None. Respondent's have performed no testing except as noted in Exhibit P.

17. No.
18. During the week of May 26, 1980, a contractor employed by lessee Pillsbury was in the process of grading a strip of land at the site with a bulldozer and came in contact with and ruptured a barrel containing a chemical substance. The Monsanto Company was notified and removed the barrel. Monsanto representatives advised the bulldozer operator to shower and change clothes. Pillsbury wrote Monsanto and RTF on June 30, 1980, regarding their concern about the incident (Exhibit N). Monsanto delivered a letter dated May 30, 1980, to Pillsbury (Exhibit O) from D.T. Mayer describing the existence of possible corrosive or toxic chemical waste at the site and precautions to be taken by Pillsbury personnel.
19. See answers to #18 and 26.
20. See answer to #25.
21. See answer to information request #6.
22. See answer to information request #2.
23. N/A.
24. N/A.
25. See answer to information request #18 and #26.
26. See information on Chemical Waste Management - 55 gal drum incident (Exhibit P).

INDEX OF EXHIBITS

USED IN ANSWERS TO INFORMATION REQUESTS

- A. Copy of Article of Incorporation and By-Laws of Eagle Marine Industries, Inc. and Riverport Fleeting Inc.
- B. Financial Statements for the Past Five Years for Eagle Marine Industries, Inc.
- C. Copies of all Income Tax Returns Sent to the Federal Internal Revenue Service in the Last Three Years by Eagle Marine Industries, Inc. and Fred Leyhe.
- D. Plat Showing Boundaries of Site Parcels A & B.
- E. Baur Trucking Agreement.
- F. Cahokia Trust Properties, Trustees Deed.
- G. Notre Dame Fleeting & Towing Service Property Map.
- H. Notre Dame Fleeting & Towing Service Trustees Deed.
- I. Cahokia Trust Letter to Paul Sauget, Sauget & Co. July 1972.
- J. Union Electric Agreement with Cahokia Trust 1952-1973.
- K. Union Electric Agreement with Fred H. Leyhe & Louis K. Leyhe.
- L. Maps Showing Property Boundaries with Legal Description.
- M. Diagram of Surface Structures.
- N. Pillsbury Letter to Monsanto June 30, 1980.
- O. Monsanto Letter to Pillsbury May 30, 1980.
- P. Chemical Waste Management.
- Q. Insurance Policies.

EXHIBIT A

**AMENDED
BY LAWS
OF
EAGLE MARINE INDUSTRIES, INC.**

ARTICLE I - OFFICES

1. **PRINCIPAL AND REGISTERED OFFICES.** The principal office of the Corporation shall be located in the State of Missouri. The registered office of this Corporation may be, but need not be, identical with the principal office in the State of Missouri. The registered agent and the address of the registered office may be changed from time to time by the Board of Directors.
2. **OTHER OFFICES.** The Corporation may have such other offices either within or without the State of Missouri as the business of the Corporation may require.

ARTICLE II - SHAREHOLDERS AND SHARES

1. **ANNUAL MEETING.** The annual meeting of the Shareholders shall be held at the hour of 10:00 A.M. on the Second Tuesday in September of each year beginning with the year 1989 for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.
2. **SPECIAL MEETINGS.** Special meetings of the Shareholders shall be called as provided by law, and may be called by the President, by the Board of Directors, or by the holders of 20% or more of the outstanding shares.
3. **PLACE OF MEETING.** The place of meetings of Shareholders shall be the principal office of the Corporation unless the Board of Directors designates another place; provided, however, that meetings of Shareholders called for the purpose of removing one or more Directors must be held either at the registered office of the Corporation in the State of Missouri or at the principal office of the Corporation in the State of Missouri.
4. **QUORUM.** A majority of the outstanding shares (represented in person or by proxy or by waiver or consent) shall constitute a quorum.
5. **FIXING RECORD DATE.** The Board of Directors may fix in advance, as the record date, a date not exceeding thirty (30) days preceding (a) the date of any meeting of Shareholders, or (b) the date for the payment of any dividend or for the allotment of rights, or (c) the date when any change or conversion or exchange of shares shall be effective. The Shareholders of record on such date shall be the Shareholders entitled to such rights or to notice of or to vote at such meetings.

6. **INSPECTION OF BOOKS.** Shareholders may have access to the books of the Corporation to examine the same for legitimate business purposes during regular business hours upon first giving the Secretary of the Corporation five (5) day's written notice of their desire so to examine and their purpose.

7. **SHARE CERTIFICATE.** Certificates representing shares of the Corporation shall be in the form attached to these By-Laws. All certificates for shares of a single type, class or series shall be consecutively numbered. The Board of Directors may prescribe terms upon which a new certificate may be issued to replace one which was lost, destroyed or mutilated.

8. **TRANSFER OF SHARES.** Transfers of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof, or by his duly authorized attorney, and on surrender for cancellation of the certificate for such shares. The person in whose name shares and on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE III - DIRECTORS

1. **GENERAL POWERS.** The property and business of this Corporation shall be controlled and managed by its Board of Directors.

2. **NUMBER AND TERMS.** The number of Directors of the Corporation comprising the first Board of Directors shall be three (3). Subsequent Boards of Directors shall be comprised of the same number of Directors as the immediately preceding Board of Directors unless a different number (no greater than nine) is fixed by the vote of a majority of all of the issued and outstanding shares of stock at a meeting of the Shareholders or a majority of the Board of Directors; provided, however, that such number may not be less than three (3). The Secretary of the Corporation shall report any change in the number of Directors to the Secretary of State, State of Missouri, within thirty (3) days of the Shareholders' meeting authorizing each change. Each Director shall hold office for a term of one (1) year or until his successor shall be elected and qualified.

3. **ELECTION AND QUALIFICATION.** Directors shall be elected at the annual meeting of Shareholders. Directors need not be Shareholders nor residents of Missouri.

4. **REMOVAL.** Any Director may be removed, with or without cause, at any time by the vote of a majority of the issued and outstanding shares of stock at a meeting expressly called for that purpose; provided, however, that no Director shall be removed if the vote against his removal would be sufficient to elect him a Director if

then cumulatively voted at an election of the entire Board of Directors.

5. **REGULAR MEETINGS.** For the election of Officers and the consideration of any other business, regular meetings of the Board of Directors shall be held without other notice than this By-Law (a) immediately after and at the same place as the annual meeting of Shareholders; (b) at 10:00 A.M. on the second Tuesday in September; (c) at 10:00 A.M. on the second Tuesday in April.

6. **SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called with ten (10) days' notice by or at the request of the President or any two (2) Directors, and the call shall specify the time and place of such meeting. The purpose need not be specified in the notice, or waiver of notice, or consent to the holding of such meeting.

7. **ADJOURNED MEETINGS.** If less than a majority of the Directors are present at any duly called meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

8. **COMPENSATION.** Directors may receive any stated salaries for their services as Directors, and the Board of Directors may allow by resolution a fixed sum and expenses of attendance at meetings. Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation thereof.

9. **QUORUM.** A majority of the Directors shall constitute a quorum.

ARTICLE IV - OFFICERS

1. **DESIGNATION.** The Officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as may be elected in accordance with these By-Laws. Any two or more offices may be held by the same person, except that the President may not also be the Secretary.

2. **ELECTION, TERM AND QUALIFICATION.** At least the President, Vice President, Secretary and Treasurer shall be elected annually by the Board of Directors at the first meeting immediately following the annual meeting of Shareholders. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, resignation or removal. Officers need not be Directors nor residents of the State of Missouri.

3. **REMOVAL.** Any Officer may be removed with or without cause, at any time, by a vote of the majority of the Board of Directors then in office.

4. **DUTIES.** Each Officer shall have such duties as are common to his office. The Treasurer shall pay all taxes required by law.

ARTICLE V - MISCELLANEOUS

1. **MEETINGS.** Except as provided in paragraph 3 of Article II, any meeting of Shareholders or Directors may be called or take place either within or without the State of Missouri. If the day fixed for any meeting shall be a legal holiday, or if the business of the meeting is not completed, the meeting shall be convened or continued on the next succeeding business day, or as soon thereafter as conveniently may be. The Shareholders and Directors may meet jointly.

2. **WAIVER OF NOTICE.** Whenever any notice is required under these By-Laws, the Articles of Incorporation, or the laws of the State of Missouri, a waiver of such notice in writing, signed by the person or persons entitled to such notice. Whether before or after the time when such notice was due, shall be deemed equivalent to the giving of such notice. Attendance at a meeting shall constitute waiver of notice of such meeting except where attendance is for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3. **CONSENTS.** Written consents of Shareholders or Directors shall constitute valid action by such Shareholders or Directors, as the case may be, with the same force and effect as if taken at a meeting of such Shareholders or Directors duly called and held.

4. **VACANCIES.** Vacancies in an office or on the Board of Directors may be filled by action of a majority of the Board of Directors then in office, until the next annual meeting of Shareholders and Directors.

5. **EXONERATION.** Directors and Officers of the Corporation shall be indemnified to the fullest extent now or hereafter permitted by law in connection with any actual or threatened action or proceeding (including civil, criminal, administrative or investigative proceedings) arising out of their service to the Corporation or to another organization at the Corporation's request. Persons who are not Directors or Officers of the Corporation may be similarly indemnified in respect of such service to the extent authorized at any time by the Board of Directors. The provisions of this paragraph shall be applicable to persons who have ceased to be Directors, Officers, employees, or agents, and shall extend to their heirs, assigns, and personal representatives.

6. **RESIGNATION.** Any Officer or Director may resign at any time by giving written notice to the Board of Directors, effective on the date of receipt of such notice or at any later date specified

therein. Unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

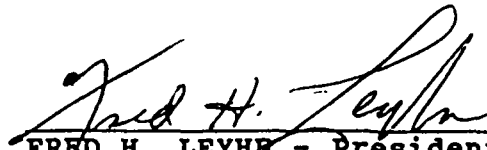
7. **FISCAL YEAR.** The fiscal year of the Corporation shall be fixed by the Board of Directors and, unless otherwise decided, shall begin on the first day of May and end on the last day of April of the following year.

8. **SEAL.** The Board of Directors shall provide a corporate seal in the form impressed on the margin hereof.

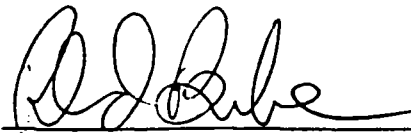
9. **POWERS.** This Corporation, its Shareholders, Directors and Officers shall have such additional powers, privileges, authorities and techniques as may, from time to time, be authorized, conferred or permitted by the governing Statutes.

10. **AMENDMENTS.** The By-Laws may be altered, amended, or repealed at any meeting of the Shareholders or Board of Directors by a favorable vote of a majority of the shares of Directors authorized to vote. The Board of Directors need not give notice to the Shareholders or individual Directors before amending the By-Laws. The Directors may not amend the By-Laws contrary to any resolution or position of the Shareholders.

Adopted: April 24, 1989


FRED H. LEYHE - President

Attest:


RICHARD BURKE - Secretary

AMENDMENT TO ARTICLES OF INCORPORATION

HONORABLE ROY D. BLUNT
SECRETARY OF STATE
STATE OF MISSOURI
P.O. BOX 778
JEFFERSON CITY, MISSOURI 65102

Pursuant to the provisions of the General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

1. The name of the Corporation is EAGLE MARINE INDUSTRIES, INC., formerly NOTRE DAME FLEETING & TOWING SERVICE, INC.
2. An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders on September 30, 1988, as stated herein:
3. Article Number Six is amended to read as follows:

"The number of members of the Board of Directors shall not be less than three (3) nor more than nine (9) as determined by the shareholders. Any change shall be reported to the Secretary of State within thirty (30) calendar days of such change."

4. An Article Nine is added to the Corporation's Articles of Incorporation which shall read as follows:

"ARTICLE NINE

Directors and Officers of the Corporation shall be indemnified to the fullest extent now or hereafter permitted by law in connection with any actual or threatened action or proceeding (including civil, criminal, administrative or investigative proceedings) arising out of their service to the Corporation or to another organization at the Corporation's request. Persons who are not Directors of the Corporation may be similarly indemnified in respect of such services to the extent authorized as any time by the Board of Directors. The provisions of this Article shall be applicable to persons who have ceased to be Directors, Officers, employees or agents, and shall extend to their heirs, assigns and personal representatives."

5. An Article Ten is added to the Corporation's ARTICLES of Incorporation which shall read as follows:

"ARTICLE TEN

Transferability of shares of stock of the Corporation may be subject to legal limitations and restrictions imposed by agreements among Shareholders or agreements between Shareholders and the Corporation, provided, however, that no such limitation or restriction shall be binding upon purchasers or successors without notice, unless reference to the agreement is stamped on the stock certificate and a copy of the agreement is available at the office of the Corporation."

6. Of the 2,5000 shares outstanding, 2,500 of such shares were entitled to vote on such amendment. The number of outstanding shares of any class entitled to vote thereon as a class were as follows:

Class, common; Number of outstanding shares, 2,500

7. The number of shares voted for and against the amendment was as follows:

| CLASS | NUMBER VOTED FOR | NUMBER VOTED AGAINST |
|--------|------------------|----------------------|
| Common | 2,500 | None |

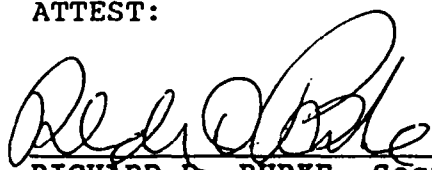
IN WITNESS WHEREOF, the undersigned, Fred H. Leyhe, President, has executed this instrument and its Secretary has affixed its Corporate Seal hereto and attached said Seal on the 19th day of June, 1989.

EAGLE MARINE INDUSTRIES, INC.
a corporation,

[SEAL]

By: 
Fred H. Leyhe, President

ATTEST:


RICHARD D. BURKE, Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

I, PEGGY A. LEWIS, a Notary Public, do hereby
certify that on this 19th day of June, 1989, personally appeared
before me, Fred H. Leyhe, who being by me first duly sworn,
declared that he is the President of EAGLE MARINE INDUSTRIES, INC.,
that he signed the foregoing document as President of the
corporation and that the statements therein contained are true.

Peggy A. Lewis
Notary Public

[SEAL]

PEGGY A. LEWIS
NOTARY PUBLIC - STATE OF MISSOURI
CITY OF ST. LOUIS
My Term Expires: MY COMMISSION EXPIRES JAN 21, 1991

BY-LAWS

OF

RIVER PORT FLEETING, INC.

* * *

ARTICLE I

Offices

The principal office of the corporation in the State of Missouri shall be located in St. Louis, Missouri. The corporation may have such other offices, either within or without the State of Missouri, as the business of the corporation may require from time to time.

The registered office of the corporation required by The General and Business Corporation Law of Missouri to be maintained in the State of Missouri may be, but need not be, identical with the principal office in the State of Missouri, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

Shareholders

Section 1. Annual Meeting: The annual meeting of the shareholders shall be held at the hour of 9:00 on the 2nd Tuesday in June in each year, beginning with the year 1975 for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

Section 2. Special Meetings: Special meeting of the shareholders may be called by the President, by the Board of Directors or by the holders of not less than one-fifth of all the outstanding shares of the corporation.

Section 3. Place of Meeting: The Board of Directors may designate any place, either within or without the State of Missouri, as the place of meeting for any annual meeting of the shareholders or for any special meeting of the shareholders called by the Board of Directors. The shareholders may designate

any place, either within or without the State of Missouri, as the place for the holding of such meeting, and may include the same in a waiver of notice of any meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Missouri, except as otherwise provided in Section 5 of this article.

Section 4. Notice of Meetings: Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope addressed to the shareholder at his address as it appears on the records of the corporation, with postage thereon prepaid. In addition to the written or printed notice, a notice of the place, day and hour of the meeting shall be published in a daily or weekly newspaper published in the City or County where the registered office of the corporation is located, the first insertion to be not less than ten days prior to the date of the meeting, and if such notice be published in a weekly newspaper, such notice shall be published at least twice, and if such notice be published in a daily newspaper, such notice shall be published at least nine times.

Section 5. Meeting of All Shareholders: If all of the shareholders shall meet at any time and place, either within or without the State of Missouri, and consent to the holding of a meeting, such meeting shall be valid, without call or notice, and at such meeting any corporate action may be taken.

Section 6. Closing of Transfer Books or Fixing of Record Date: The Board of Directors of the corporation may close its stock transfer books for a period not exceeding fifty (50) days preceding the date of any meeting of shareholders, or the date for the payment of any dividend or for the allotment of rights, or the date when any change or conversion or exchange of shares shall be effective; or, in lieu thereof, may fix in advance a date, not exceeding fifty (50) days preceding the date of any meeting of shareholders, or to the date for the payment of any dividend or for the allotment of rights, or to the date when any change or reconversion or exchange of shares shall be effective, as the record date for the determination of shareholders entitled to notice of, or to vote at, such meeting, or shareholders entitled to receive payment of any such dividend or to receive any such allotment of rights, or to exercise rights in respect of any such change, conversion or exchange of shares; and the shareholders of record on such date of closing the transfer books, or on the record date so fixed, shall be the shareholders entitled to notice of and to vote at, such meeting, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, as the case may be. If the Board of Directors shall

not have closed the transfer books or set a record date for the determination of its stockholders entitled to vote as hereinabove provided, the date on which notice of the meeting is mailed or the date such dividend is declared or other right announced, as the case may be, shall be the record date for such determination of shareholders so entitled to vote.

Section 7. Voting Lists: At least ten days before each meeting of shareholders, the officer or agent having charge of the transfer book for shares of the corporation shall make a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order with the address of, and the number of shares held by, each shareholder, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original share ledger or transfer book, or a duplicate thereof kept in this state, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

Section 8. Quorum: A majority of the outstanding shares of the corporation, represented in person or by proxy, shall constitute a quorum at any meeting of the shareholders; provided, that if less than a majority of the outstanding shares are represented at said meeting, a majority of the shares so represented may adjourn the meeting, from time to time, without further notice, to a date not longer than ninety days from the date originally set for such meeting.

Section 9. Proxies: At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 10. Voting of Shares: Subject to the provisions of Section 12, each outstanding share of capital stock having voting rights shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

Section 11. Voting of Shares by Certain Holders: Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such corporation may determine.

Shares standing in the name of a deceased person may be voted by his administrator or executor, either in person or by proxy. Shares standing in the name of a guardian, curator, or

trustee may be voted by such fiduciary, either in person or by proxy, but no guardian, curator, or trustee shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Section 12. Cumulative Voting: In all elections for directors, every shareholder shall have the right to vote, in person or by proxy, the number of shares owned by him, for as many persons as there are directors to be elected, or to cumulate said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares shall equal, or to distribute them on the same principle among as many candidates as he shall see fit.

Section 13. Informal Action by Shareholders: Any action which may be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

Directors

Section 1. General Powers: The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2. Number, Election and Term: The number of directors of the corporation shall be _____, each of whom shall be elected at the first annual meeting of the shareholders, and annually thereafter, for a term of one year, and each of whom shall hold office until his successor has been elected and has qualified.

Section 3. Regular Meetings: A regular meeting of the Board of Directors shall be held without other notice than this by-law, immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Missouri, for the holding of additional regular meetings with notice of such resolution to all directors.

Section 4. Special Meetings: Special meetings of the Board of Directors may be called by or at the request of the

President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place in the United States, either within or without the State of Missouri, as the place for holding any special meeting of the Board of Directors called by them.

Section 5. Notice: Notice of any special meeting shall be given at least five days previously thereto by written notice delivered personally or mailed to each director at his business address, or by telegram provided, however, that if the designated meeting place is without the State of Missouri, an additional five days notice shall be given. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting: The act of the majority of the directors present at a meeting of the directors at which a quorum is present shall be the act of the Board of Directors.

Section 8. Vacancies: In case of the death or resignation or disqualification of one or more of the directors, a majority of the survivors or remaining directors may fill such vacancy or vacancies until the successor or successors are elected at the next annual meeting of the shareholders. A director elected to fill a vacancy shall serve as such until the next annual meeting of the shareholders.

Section 9. Compensation: Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors; provided, that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

Officers

Section 1. Number: The officers of the corporation shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary and such other officers as may be elected in accordance with the provisions of this article. The President shall be chosen from the Members of the Board of Directors. The remaining officers of the corporation need not be chosen from the Members of the Board, but they may be so chosen. The Board of Directors, by resolution, may create the offices of one or more assistant Treasurers and assistant Secretaries, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

All officers and agents of the corporation, as between themselves and the corporation, shall have such authority and perform such duties in the management of the property and affairs of the corporation as may be provided in the by-laws, or, in the absence of such provision, as may be determined by resolution of the Board of Directors.

Section 2. Election and Term of Office: The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal: Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies: A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President: The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the

corporation. He shall preside at all meetings of the shareholders and of the Board of Directors. He may sign, with the Secretary or Treasurer or any other proper officer thereunto authorized by the Board of Directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. The Vice-Presidents: In the absence of the President or in the event of his inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President may sign, with the Secretary or an Assistant Secretary, or with the Treasurer or an Assistant Treasurer, certificates for shares of the corporation; and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer: If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these by-laws; (b) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. The Secretary: The Secretary shall: (a) keep the minutes of the shareholders' and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these by-laws; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President, or a

Vice-President, certificates for shares of the corporation, the issue of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 9. Assistant Treasurers and Assistant Secretaries: The assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. Assistant Secretaries and Treasurers, as thereunto authorized by the Board of Directors, may sign with the President or a Vice-President certificates for shares of the corporation, the issue of which shall have been authorized by a resolution of the Board of Directors. The assistant Treasurers and assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

Section 10. Salaries: The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE V

Contracts, Loans, Checks and Deposits

Section 1. Contracts: The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Loans: No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc.: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits: All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI

Certificates for Shares and Their Transfer

Section 1. Certificates for Shares: Certificates representing shares of the corporation shall be in such form as may be determined by the Board of Directors. Such certificates shall be signed by the President or Vice-President and by the Secretary, Treasurer or an Assistant Secretary or Treasurer, and shall be sealed with the seal of the corporation. All certificates for shares shall be consecutively numbered. The name of the person owning the shares represented thereby with the number of shares and date of issue shall be entered on the books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

Section 2. Transfers of Shares: Transfers of shares of the corporation shall be made only on the books of the corporation by the registered holder thereof or by his attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed the owner thereof for all purposes as regards the corporation.

ARTICLE VII

Fiscal Year

The fiscal year of the corporation shall begin on the first day of May in each year and end on the last day of April in each year.

ARTICLE VIII

Dividends

The Board of Directors may from time to time, declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its articles of incorporation.

ARTICLE IX

Seal

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words, "Corporate Seal, Missouri."

ARTICLE X

Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of these by-laws or under the provisions of the articles of incorporation or under the provisions of The General and Business Corporation Act of Missouri, waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS AGAINST LIABILITIES AND EXPENSES IN ACTIONS

Each director or officer, or former director or officer of this corporation, and his legal representatives, shall be indemnified by this corporation against liabilities, expenses, counsel fees and costs reasonably incurred by him or his estate in connection with, or arising out of, any action, suit, proceeding or claim in which he is made a party by reason of his being, or having been, such director or officer; and any person who, at the request of this corporation, served as director or officer of another corporation in which such corporation owned corporate stock, and his legal representatives, shall in like manner be indemnified by the corporation so requesting him to serve; provided that in neither case shall the corporation indemnify such director or officer with respect to any matters as to which he shall be finally adjudged in any such action, suit or proceeding to have been liable for negligence or misconduct in the performance of his duties as such director or officer. The indemnification herein provided for, however, shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such director or officer (including expenses, counsel fees and costs reasonably incurred in connection therewith), provided the board of directors of the corporation shall have first approved such proposed compromise settlement and determined that the director or officer involved was not guilty of negligence or misconduct; but in taking such action any director involved shall not be qualified to vote thereon, and if for this reason a quorum of the board cannot be obtained to vote on such matter it shall be determined by a committee of three persons appointed by the shareholders at a duly called special meeting or at a regular meeting. In determining whether or not a director or officer was guilty of negligence or misconduct in relation to any such matters, the board of directors or committee appointed by shareholders, as the case shall be, may rely conclusively upon an opinion of independent legal counsel selected by such board or committee. Any compromise settlement authorized herein shall not be effective until submitted to and approved by a Court of competent jurisdiction. The right to indemnification herein provided shall not be exclusive of any other rights to which such director or officer may be lawfully entitled.

ARTICLE XII

Amendments

These by-laws may be altered, amended or repealed and new by-laws may be adopted at any annual meeting of the shareholders or at any special meeting of the shareholders called for that purpose. The Board of Directors may adopt emergency by-laws as provided by law.

Adopted on December 31, 1974.

Attest:

Chairman

Secretary

CALL AND WAIVER OF NOTICE OF
FIRST MEETING OF BOARD OF DIRECTORS OF

We, the undersigned, being all the Directors of

a Missouri corporation, hereby call the first meeting of said Board of Directors, waive all notice thereof whether provided by statute or otherwise, and consent and agree that such first meeting of the Board of Directors shall be held at

, in the _____ ,
Missouri, on the _____ day of _____ , 19____ , at the
hour of _____ M.

Dated _____ , 19____ .

being all the Directors of said
corporation.

MINUTES OF FIRST MEETING OF
BOARD OF DIRECTORS OF

The first meeting of the Board of Directors of
a Missouri corporation, was held at
in the , Missouri, on the day of
, 19 , at the hour of M., pursuant to call
and waiver of notice by all the Directors of said corporation.
All the Directors of the corporation were present, being:

Upon motion duly made, seconded and unanimously carried,
was chosen as Chairman of the meeting, and
was chosen as Secretary of the meeting.

The Chairman called for the nomination of officers.
Thereupon the following persons were nominated for officers of
the corporation, to serve for the term provided in the By-Laws:

President
Vice-President
Secretary
Treasurer

No further nominations being made the nominations were
closed and the Directors proceeded to vote on the nominees. All

of the Directors present at the meeting having voted and the vote having been counted, the Chairman announced the aforesaid nominees had been duly elected to the offices set before their respective names, by the affirmative vote of all Directors of the corporation present at the meeting, to serve for the term provided in the By-Laws.

The Secretary of the meeting then presented a seal conforming to the provisions of the By-Laws, said seal making the following imprint:

Thereupon, on motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED that the seal presented to this meeting be and it hereby is adopted as the seal of this corporation.

The Secretary then presented to the meeting a form of certificate for shares of the corporation.

Thereupon, on motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED that the certificates to represent the shares of this corporation shall be in the form of the specimen certificate presented to this meeting, and said specimen certificate shall be inserted in the minute book of this corporation immediately following the minutes of this meeting.

The Chairman then stated to the meeting that prior to the filing of the Articles of Incorporation in the office of the Secretary of State, subscriptions to the shares of the corporation had been executed as follows:

| Name and Address | Number and Class of Shares | Amount Subscribed |
|------------------|-------------------------------|----------------------|
|------------------|-------------------------------|----------------------|

The Chairman stated further that he was advised that under the laws of the State of Missouri, the filing of the Articles of Incorporation by the Secretary of State constituted acceptance by the corporation of all existing subscriptions to its shares, and that it was in order for the Board of Directors to determine the time and manner of payment of such subscriptions.

Thereupon, on motion duly made and seconded, the following resolutions were unanimously adopted:

RESOLVED that the subscribers to shares of this corporation be and they are hereby requested to make full payment forthwith to the Treasurer of the corporation for their shares.

FURTHER RESOLVED that the Treasurer be and he is hereby directed to give notice of this action of the Board of Directors to all subscribers.

FURTHER RESOLVED that the shares subscribed for shall be issued for the consideration stated

in the subscription agreement, and that when and as any subscriber shall make full payment to the Treasurer of this corporation for the shares subscribed by him in accordance with the Subscription Agreement heretofore accepted, the shares of said subscriber shall be deemed full paid and non-assessable.

FURTHER RESOLVED that, when and as any subscriber shall make full payment for his shares to the Treasurer of this corporation, the proper officers of this corporation, as provided in the By-Laws, shall execute and deliver to said subscriber a certificate or certificates representing said shares.

Thereupon, on motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED that the officers of this corporation be and they are hereby authorized and directed to pay all organization expenses of this corporation out of the funds of this corporation.

Thereupon, on motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, that regular meetings of the Board of Directors shall be held at the registered office of the corporation on the

FURTHER RESOLVED, that in accordance with the provisions of the By-Laws of the corporation no notice of such meetings, other than this resolution, need be given to any Director of the corporation.

There being no further or other business to come
before the meeting, on motion duly made, seconded and carried,
the meeting adjourned.

Secretary of the Meeting

APPROVED:

ARTICLES OF INCORPORATION

OF

NOTRE DAME FLEETING & TOWING SERVICE, INC.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, being natural persons of the age of twenty-one years or more, and subscribers to the shares of the corporation to be organized pursuant hereto, for the purpose of forming a corporation under "The General and Business Corporation Act of Missouri", do hereby adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the corporation is NOTRE DAME FLEETING & TOWING SERVICE, INC.

ARTICLE TWO

The address of its initial registered office in the State of Missouri is Foot of Carr Street, St. Louis, Missouri; and the name of its initial registered agent at such address is Fred H. Leyhe.

ARTICLE THREE

The aggregate number of shares of stock which the corporation shall have authority to issue shall be Three Hundred (300) of the par value of One Hundred Dollars (\$100.00) per share, amounting in the aggregate of Thirty Thousand Dollars (\$30,000.00).

ARTICLE FOUR

The number of shares to be issued before the corporation shall commence business is six (6) and the consideration to be paid therefor and the capital with which the corporation will commence business is Six Hundred Dollars (\$600.00), all of which has been paid up in lawful money of the United States.

ARTICLE FIVE

The names and places of residence of the shareholders and the number of shares subscribed by each are:

| | | |
|-----------------|--------------------------------------|----------|
| Fred H. Leyhe | 330 Gill Avenue Kirkwood 22, Mo. | 2 shares |
| Robert L. Meyer | 1133 Indian Meadows Olivette, Mo. | 2 shares |
| D. B. Arthur | 1881 Charmwood Kirkwood 22, Mo. | 2 shares |

ARTICLE SIX

The number of the Board of Directors to be elected at the first meeting is three and the names agreed upon are Fred H. Leyhe, Robert L. Meyer and D. B. Arthur.

ARTICLE SEVEN

The duration of the corporation is perpetual.

ARTICLE EIGHT

The corporation is organized for the following purposes, to-wit:

To dock, fleet, store, maintain, service, load, unload, pump and refit all types of vessels, boats, barges, flats, and all types of marine floating equipment, powered and unpowered.

To tow, move, transport all types of vessels, boats, barges, flats, docks and all types of marine floating equipment powered and unpowered, for hire, lease, charter and contract.

To buy, own, rent, lease, mortgage, repair, exchange, maintain, build, service, use and sell both at retail and wholesale all types and kinds of vessels, boats, barges, flats, docks and all types of marine floating equipment, powered and unpowered, of every kind and nature.

To buy, own, build, construct, sell, lease, sublease, rent, trade, mortgage, improve, acquire, hold, convey, exchange, lend and hypothecate all manner and all kinds of real estate for sale or investment or if necessary or desirable in the furtherance of any or all of the purposes herein provided.

To apply for, obtain, register, purchase, lease or otherwise to acquire and to hold, use, operate and introduce, and to sell, assign or otherwise dispose of trade marks, trade names, patents, inventions, improvements and processes.

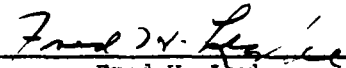
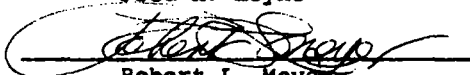
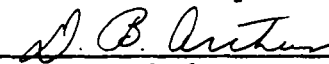
To do any and all acts and transact any and all business which shall be or may become incidental to or arise out of or be connected with the purposes herein described to the full extent that the same shall be or hereafter become authorized or permissible under any statute of the State of Missouri; applicable thereto, which is now or may hereafter be in force.

To purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of capital stock, bonds, securities or evidence of indebtedness, created by any other corporation or corporations in this State or any other State, country, nation or government, and while owner of said stock and bonds, to exercise all the rights, powers and privileges of ownership, including the right to vote thereon.

To purchase, hold, sell and transfer shares of its own capital stock.

To do all things necessary for and incident to the conduct of such business and permitted by the laws of the State of Missouri.

IN WITNESS WHEREOF, we have hereunto set our hands this 13 day of April, 1961.


Fred H. Leyhe

Robert L. Meyer

D. B. Arthur

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 13 day of April, 1961, before me personally appeared Fred H. Leyhe, Robert L. Meyer and D. B. Arthur, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My term expires: Sept 21, 1962

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

The undersigned, Fred H. Leyhe, Robert L. Meyer and D. B. Arthur, being all of the subscribers, including parties selected as directors of the first year, to the above and foregoing Articles of Incorporation for the incorporation of Notre Dame Fleeting & Towing Service, Inc., being duly sworn upon their oaths, each did say that the statements and matters set forth therein are true and that they know the property described therein and know the true value thereof which is the same as set forth therein.

Fred H. Leyhe
Fred H. Leyhe

Robert L. Meyer
Robert L. Meyer

D. B. Arthur
D. B. Arthur

Subscribed and sworn to before me this 13 day of April, 1961.

M. N. Leyhe
Notary Public

My term expires: Sept 21, 1962

FILED AND CERTIFICATE OF
INCORPORATION ISSUED

APR 14 1961

Wm E. Davis
CORPORATION DEPT. Secretary of State



STATE of MISSOURI

JAMES C. KIRKPATRICK, Secretary of State

Corporation Division

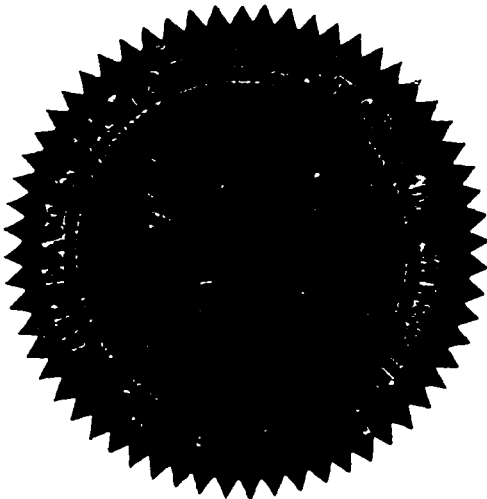
Certificate of Amendment

WHEREAS, ...EAGLE MARINE INDUSTRIES, INC... (FORMERLY...NOTRE DAME FLEETING & TOWING SERVICE, INC.)
a corporation organized under The General and Business Corporation Law has delivered to me a Certificate of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the amendment of Articles of Incorporation under The General and Business Corporation Law.

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, do hereby certify that I have filed said Certificate of Amendment as provided by law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this13.th day of ..December....., 19 73...

James C. Kirkpatrick
Secretary of State



BY-LAWS

OF

NOTRE DAME FLEETING & TOWING SERVICE, INC.

* * *

ARTICLE I

Offices

The principal office of the corporation in the State of Missouri shall be located in St. Louis, Missouri. The corporation may have such other offices, either within or without the State of Missouri, as the business of the corporation may require from time to time.

The registered office of the corporation required by The General and Business Corporation Act of Missouri to be maintained in the State of Missouri may be, but need not be, identical with the principal office in the State of Missouri, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

Shareholders

Section 1. Annual Meeting: The annual meeting of the shareholders shall be held at the hour of 9AM on the ~~Third~~ ^{Monday} in ~~MARCH~~ in each year, beginning with the year for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

Section 2. Special Meetings: Special meeting of the shareholders may be called by the President, by the Board of Directors or by the holders of not less than one-fifth of all the outstanding shares of the corporation.

Section 3. Place of Meeting: The Board of Directors may designate any place, either within or without the State of Missouri, as the place of meeting for any annual meeting of the

shareholders or for any special meeting of the shareholders called by the Board of Directors. The shareholders may designate any place, either within or without the State of Missouri, as the place for the holding of such meeting, and may include the same in a waiver of notice of any meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Missouri, except as otherwise provided in Section 5 of this article.

Section 4. Notice of Meetings: Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than thirty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope addressed to the shareholder at his address as it appears on the records of the corporation, with postage thereon prepaid.

Section 5. Meeting of All Shareholders: If all of the shareholders shall meet at any time and place, either within or without the State of Missouri, and consent to the holding of a meeting, such meeting shall be valid, without call or notice, and at such meeting any corporate action may be taken.

Section 6. Closing of Transfer Books or Fixing of Record Date: The Board of Directors of the corporation may close its stock transfer books for a period not exceeding thirty days preceding the date of any meeting of shareholders, or the date for the payment of any dividend or for the allotment of rights, or the date when any exchange or reclassification of shares shall be effective; or, in lieu thereof, may fix in advance a date, not exceeding thirty days preceding the date of any meeting of shareholders, or to the date for the payment of any dividend or for the allotment of rights, or to the date when any exchange or reclassification of shares shall be effective, as the record date for the determination of shareholders entitled to notice of, or to vote at, such meeting, or shareholders entitled to receive payment of any such dividend or to receive any such allotment of rights, or to exercise rights in respect of any exchange or reclassification of shares; and the shareholders of record on such date of closing the transfer books, or on the record date so fixed, shall be the shareholders entitled to notice of and to vote at, such meeting, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights in the event of an exchange or reclassification of shares, as the case may be. If the Board of Directors shall not have closed the transfer books or set a record date for the determination of its stockholders entitled to vote as hereinabove provided, no person shall be admitted to vote directly

or by proxy except those in whose names the shares of the corporation shall have stood on the transfer books on a date thirty days previous to the date of the meeting.

Section 7. Voting Lists: At least ten days before each meeting of shareholders, the officer or agent having charge of the transfer book for shares of the corporation shall make a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order with the address of, and the number of shares held by, each shareholder which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original share ledger or transfer book, or a duplicate thereof kept in this state, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

Section 8. Quorum: A majority of the outstanding shares of the corporation, represented in person or by proxy, shall constitute a quorum at any meeting of the shareholders: provided, that if less than a majority of the outstanding shares are represented at said meeting, a majority of the shares so represented may adjourn the meeting, from time to time, without further notice, to a date not longer than ninety days from the date originally set for such meeting.

Section 9. Proxies: At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 10. Voting of Shares: Subject to the provisions of Section 12, each outstanding share of capital stock having voting rights shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

Section 11. Voting of Shares by Certain Holders: Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such corporation may determine.

Shares standing in the name of a deceased person may be voted by his administrator or executor, either in person or by proxy. Shares standing in the name of a guardian, conservator, or trustee may be voted by such fiduciary, either in person or by

proxy, but no guardian, conservator, or trustee shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Section 12. Cumulative Voting: In all elections for directors, every shareholder shall have the right to vote, in person or by proxy, the number of shares owned by him, for as many persons as there are directors to be elected, or to cumulate said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares shall equal, or to distribute them on the same principle among as many candidates as he shall see fit.

Section 13. Informal Action by Shareholders: Any action required to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

Directors

Section 1. General Powers: The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications: The number of directors of the corporation shall be 3. Each director shall hold office for the term for which he is elected or until his successor shall have been elected and qualified.

Section 3. Regular Meetings: A regular meeting of the Board of Directors shall be held without other notice than this by-law, immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Missouri, for the holding of additional regular meetings with notice of such resolution to all directors.

Section 4. Special Meetings: Special meetings of the Board of Directors may be called by or at the request of the

President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place in the United States, either within or without the State of Missouri, as the place for holding any special meeting of the Board of Directors called by them.

Section 5. Notice: Notice of any special meeting shall be given at least five days previously thereto by written notice delivered personally or mailed to each director at his business address, or by telegram provided, however, that if the designated meeting place is without the State of Missouri, an additional five days notice shall be given. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting: The act of the majority of the directors present at a meeting of the directors at which a quorum is present shall be the act of the Board of Directors.

Section 8. Vacancies: In case of the death or resignation or disqualification of one or more of the directors, a majority of the survivors or remaining directors may fill such vacancy or vacancies until the successor or successors are elected at the next annual meeting of the shareholders. A director elected to fill a vacancy shall serve as such until the next annual meeting of the shareholders.

Section 9. Compensation: Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors; provided, that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

Officers

Section 1. Number: The officers of the corporation shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary and such other officers as may be elected in accordance with the provisions of this article. The President and the Vice-President or if there is more than one Vice-President, then at least one Vice-President shall be chosen from the Members of the Board of Directors. The remaining officers of the corporation need not be chosen from the Members of the Board, but they may be so chosen. The Board of Directors, by resolution, may create the offices of one or more assistant Treasurers and assistant Secretaries, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Vice-President.

All officers and agents of the corporation, as between themselves and the corporation, shall have such authority and perform such duties in the management of the property and affairs of the corporation as may be provided in the by-laws, or, in the absence of such provision, as may be determined by resolution of the Board of Directors.

Section 2. Election and Term of Office: The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal: Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies: A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President: The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the

corporation. He shall preside at all meetings of the shareholders and of the Board of Directors. He may sign, with the Secretary or Treasurer or any other proper officer thereunto authorized by the Board of Directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. The Vice-Presidents: In the absence of the President or in the event of his inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President may sign, with the Secretary or an Assistant Secretary, or with the Treasurer or an Assistant Treasurer, certificates for shares of the corporation; and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer: If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these by-laws; (b) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. The Secretary: The Secretary shall: (a) keep the minutes of the shareholders' and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these by-laws; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President, or a

Vice-President, certificates for shares of the corporation, the issue of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 9. Assistant Treasurers and Assistant Secretaries: The assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. Assistant Secretaries and Treasurers, as thereunto authorized by the Board of Directors, may sign with the President or a Vice-President certificates for shares of the corporation, the issue of which shall have been authorized by a resolution of the Board of Directors. The assistant Treasurers and assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

Section 10. Salaries: The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE V

Contracts, Loans, Checks and Deposits

Section 1. Contracts: The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Loans: No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc.: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits: All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositaries as the Board of Directors may select.

ARTICLE VI

Certificates for Shares and Their Transfer

Section 1. Certificates for Shares: Certificates representing shares of the corporation shall be in such form as may be determined by the Board of Directors. Such certificates shall be signed by the President or Vice-President and by the Secretary, Treasurer or an Assistant Secretary or Treasurer, and shall be sealed with the seal of the corporation. All certificates for shares shall be consecutively numbered. The name of the person owning the shares represented thereby with the number of shares and date of issue shall be entered on the books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

Section 2. Transfers of Shares: Transfers of shares of the corporation shall be made only on the books of the corporation by the registered holder thereof or by his attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed the owner thereof for all purposes as regards the corporation.

ARTICLE VII

Fiscal Year

The fiscal year of the corporation shall begin on the first day of May in each year and end on the last day of April in each year

ARTICLE VIII

Dividends

The Board of Directors may from time to time, declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its articles of incorporation.

ARTICLE IX

Seal

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words, "Corporate Seal, Missouri."

ARTICLE X

Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of these by-laws or under the provisions of the articles of incorporation or under the provisions of The General and Business Corporation Act of Missouri, waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS AGAINST LIABILITIES AND EXPENSES IN ACTIONS

Each director or officer, or former director or officer of this corporation, and his legal representatives, shall be indemnified by this corporation against liabilities, expenses, counsel fees and costs reasonably incurred by him or his estate in connection with, or arising out of, any action, suit, proceeding or claim in which he is made a party by reason of his being, or having been, such director or officer; and any person who, at the request of this corporation, served as director or officer of another corporation in which such corporation owned corporate stock, and his legal representatives, shall in like manner be indemnified by the corporation so requesting him to serve; provided that in neither case shall the corporation indemnify such director or officer with respect to any matters as to which he shall be finally adjudged in any such action, suit or proceeding to have been liable for negligence or misconduct in the performance of his duties as such director or officer. The indemnification herein provided for, however, shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such director or officer (including expenses, counsel fees and costs reasonably incurred in connection therewith), provided the board of directors of the corporation shall have first approved such proposed compromise settlement and determined that the director or officer involved was not guilty of negligence or misconduct; but in taking such action any director involved shall not be qualified to vote thereon, and if for this reason a quorum of the board cannot be obtained to vote on such matter it shall be determined by a committee of three persons appointed by the shareholders at a duly called special meeting or at a regular meeting. In determining whether or not a director or officer was guilty of negligence or misconduct in relation to any such matters, the board of directors or committee appointed by shareholders, as the case shall be, may rely conclusively upon an opinion of independent legal counsel selected by such board or committee. Any compromise settlement authorized herein shall not be effective until submitted to and approved by a Court of competent jurisdiction. The right to indemnification herein provided shall not be exclusive of any other rights to which such director or officer may be lawfully entitled.

ARTICLE XII

Amendments

These by-laws may be altered, amended or repealed and new by-laws may be adopted at any annual meeting of the shareholders or at any special meeting of the shareholders called for that purpose or at any meeting of the Board of Directors provided, however, that the Board of Directors shall take no such action contrary to the provisions of any resolution of the shareholders directing the Board not to do so.

Adopted on April 15, 1961

Attest:


Secretary

Chairman

NEW PARAGRAPH:

"9. Indemnification of Officers and Directors: The corporation shall indemnify every director or officer, his heirs, personal representatives, executors and administrators, against expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the corporation, or at its request of any other corporation of which it is a stockholder or creditor and from which he is not entitled to be indemnified, except in relation to matters as to which he shall finally be adjudged in such action, suit or proceeding to be liable for negligence or misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the corporation is advised by counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled."

AMENDMENT OF ARTICLES OF INCORPORATION

HONORABLE JAMES C. KIRKPATRICK
SECRETARY OF STATE
STATE OF MISSOURI
JEFFERSON CITY, MO 65101

DEC 30 1973
BOOK 2535 PAGE 2317

Pursuant to the provisions of the General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

The name of the Corporation is NOTRE DAME FLEETING & TOWING SERVICE, INC.

An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders on December 4, 1973.

Article Number One is amended to read as follows:

"The name of the Corporation is EAGLE MARINE INDUSTRIES, INC."

Article Number Three is amended to read as follows:

"The aggregate number of shares of stock which the Corporation shall have authority to issue shall be: Five-Thousand (5,000) shares of common stock, each having par value of One-Hundred Dollars (\$100.00) per share, amounting in the aggregate to: Five-Hundred Thousand Dollars (\$500,000.00)."

Article Number Six is amended to read as follows:

"The number of members of the Board of Directors shall be two (2)."

Of the 12 shares outstanding, 12 of such shares were entitled to vote on such amendment. The number of outstanding shares of any class entitled to vote thereon as a class were as follows:

Class, common; Number of outstanding shares, 12.

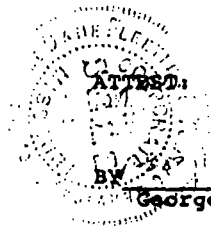
The number of shares voted for and against the amendment was as follows:

| CLASS | NUMBER VOTED FOR | NUMBER VOTED AGAINST |
|--------|------------------|----------------------|
| Common | 12 | None |

IN WITNESS WHEREOF, the undersigned, Fred H. Leyhe, President, has executed this instrument and its Secretary has affixed its Corporate Seal hereto and attested said Seal on the 4th day of December, 1973.

NOTRE DAME FLEETING & TOWING
SERVICE, INC.
a corporation

BY *Fred H. Leyhe*
Fred H. Leyhe, President



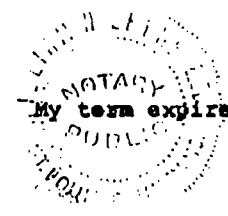
George H. Capps, Secretary

State of Missouri)
County of St. Louis) ss

I, George H. Capps, a Notary Public, do hereby
certify that on this 4 day of December, 1973,
personally appeared before me, Fred H. Leyhe, who being by me first
duly sworn, declared that he is the President of Notre Dame
Fleeting & Towing Service, Inc. that he signed the foregoing
document as President of Notre Dame Fleeting & Towing Service, Inc. a corporation, and that the statements
therein contained are true.

FILED AND CERTIFICATE
1229ED
DEC 13 1973

Fred H. Leyhe
Notary Public



My term expires: 9/27/77

FILED AND CERTIFICATE
1229ED
DEC 13 1973

FILED AND CERTIFICATE
ISSUED

DEC 13 1973

James G. McIntosh
Corporation Dept. SECRETARY OF STATE

No. 172780



STATE of MISSOURI
JAMES C. KIRKPATRICK, Secretary of State

Corporation Division

Certificate of Incorporation

WHEREAS, duplicate originals of Articles of Incorporation of
RIVER PORT FLEETING, INC.

have been received and filed in the office of the Secretary of State, which Articles, in all respects, comply with the requirements of The General and Business Corporation Law:

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify and declare
RIVER PORT FLEETING, INC.

a body corporate, duly organized this day and that it is entitled to all rights and privileges granted corporations organized under The General and Business Corporation Law; that the address of its initial Registered Office in Missouri is Suite 653
7701 Forsyth Boulevard Clayton, Missouri 63105
that its period of existence is perpetual; and that the amount of its Authorized Shares is
1,000 shares common stock \$100.00 par value

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 12th day of November, 1974

James C. Kirkpatrick
Secretary of State

RECEIVED OF: RIVER PORT FLEETING, INC.
Eighty-eight and no/100 Dollars, \$88.00
For Credit of General Revenue Fund, on Account of Incorporation Tax and Fee.

No. 172780

Quintana Miller
Deputy Collector of Revenue



STATE of MISSOURI
JAMES C. KIRKPATRICK, Secretary of State

Corporation Division

Certificate of Amendment

WHEREAS, RIVERPORT TERMINAL AND FLEETING COMPANY (FORMERLY: RIVER PORT FLEETING, INC.)

a corporation organized under The General and Business Corporation Law has delivered to me a Certificate of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the amendment of Articles of Incorporation under The General and Business Corporation Law.

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, do hereby certify that I have filed said Certificate of Amendment as provided by law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 28th. day ofOCTOBER....., 19 77.

James C. Kirkpatrick
Secretary of State



RECEIVED OF: Riverport Terminal And Fleeting Company
Three Dollars and no/100----- Dollars, \$ 3.00

For Credit of General Revenue Fund, on Account of Amendment Fee.

No.100172780.....

Dorothy Mae Miller
Deputy Collector of Revenue



State of Missouri . . . Office of Secretary of State

JAMES C. KIRKPATRICK, Secretary of State

Amendment of Articles of Incorporation

(To be submitted in duplicate by an attorney)

HONORABLE JAMES C. KIRKPATRICK
SECRETARY OF STATE
STATE OF MISSOURI
JEFFERSON CITY, MO. 65101

Pursuant to the provisions of The General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

(1) The name of the Corporation is RIVER PORT FLEETING, INC.

The name under which it was originally organized was RIVER PORT FLEETING, INC.

(2) An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders on October 6, 1977.

(3) Article # 1 is amended to read as follows.

RIVERPORT TERMINAL AND FLEETING COMPANY

FILED AND CERTIFICATE
ISSUED

OCT 23 1977

James C. Kirkpatrick
Corporation Dept. SECRETARY OF STATE

(If more than one article is to be amended or more space is needed attach fly sheet)

(4) Of the 500 shares issued and outstanding, 500 of such shares were entitled to vote on such amendment..

The number of outstanding shares of any class entitled to vote thereon as a class were as follows:

| Class | Number of Outstanding Shares |
|--------|---------------------------------|
| Common | 500 |

(5) The number of shares voted for and against the amendment was as follows:

| Class | No. Voted For | No. Voted Against |
|--------|---------------|-------------------|
| Common | 500 | 500 |

(6) If the amendment changed the number or par value of authorized shares having a par value the amount in dollars of authorized shares having a par value as changed is:

If the amendment changed the number of authorized shares without par value, the authorized number of shares without par value as changed and the consideration proposed to be received for such increased authorized shares without par value as are to be presently issued are:

(7) If the amendment provides for an exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, the following is a statement of the manner in which such reduction shall be effected:

IN WITNESS WHEREOF, the undersigned, Fred H. Leyba
President or

President or

..... has executed this instrument and its
Vice President

Secretary has affixed its corporate seal hereto and
Secretary or Assistant Secretary

attested said seal on the .. 6th day of October .., 19 77

PLACE
CORPORATE SEAL
HERE

RIVER PORT FLEETING, INC.
(Name of Corporation)

ATTEST:

ATTEST:  By _____
(Secretary or Asst. Secretary)

(Secretary or Asst. Secretary)

Joseph M. Kortenhof

STATE OF.....MISSOURI.....
COUNTY OF.....ST. LOUIS.....

COUNTY OF...ST...LOUIS

I, Maximo X. Tubbs, a notary public,

do hereby certify that on this 6th day of October, 1977.

personally appeared before me Fred H. Layhe

who, being by me first duly sworn, declared that he is the President.....

of River Port Fleeting, Inc.

that he signed the foregoing document as **President** of the corporation, and that the statements therein contained are true.

Maxine Y. Tubbs
Nowry Public
Maxine Y. Tubbs

Maxine Y. Tubbs

(NOTARIAL
SEAL)

My commission expires 4-28-78

FILED AND CERTIFICATE
ISSUED

OCT 23 1957

James Fairbanks
Laboration Dept. SECRETARY OF STATE



STATE OF MISSOURI

ROY D. BLUNT, Secretary of State

CORPORATION DIVISION

copy -
original in
file

Certificate of Merger — Missouri Corporation Surviving

WHEREAS, Articles of Merger of the following corporations:

Name of Corporations RIVERPORT TERMINAL AND FLEETING COMPANY (#00172780)

INTO:

JAMES B. EADS, INCORPORATED (#00126806)

Organized and Existing Under Law of

Missouri

have been received, found to conform to law, and filed

NOW, THEREFORE I, ROY D. BLUNT, Secretary of State of the State of Missouri, issue this Certificate of Merger, certifying that the merger of the aforementioned corporations is effected, with

JAMES B. EADS, INCORPORATED (#00126806)

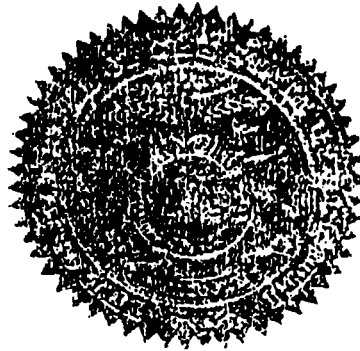
as the surviving corporation

IN TESTIMONY WHEREOF, I hereunto set my hand and affix

the GREAT SEAL of the State of Missouri. Done at the City of

Jefferson, this 26th day of December

19 56



Roy D. Blunt
 Secretary of State

RECEIVED OF: JAMES B. EADS, INCORPORATED

Twenty-five and 00/100 Dollars, \$ 25.00

For Credit of General Revenue Fund on Account of Amendment Fee.

No. #00126806

Comp. 12/10/56

EXHIBIT D

EXHIBIT
PARCEL "A"
PART OF LOT 304 OF THE
SIXTH SUBDIVISION OF CAHOKIA VILLAGE COMMON
ST. CLAIR COUNTY, ILLINOIS T.18 & 2 N. R.10 W.

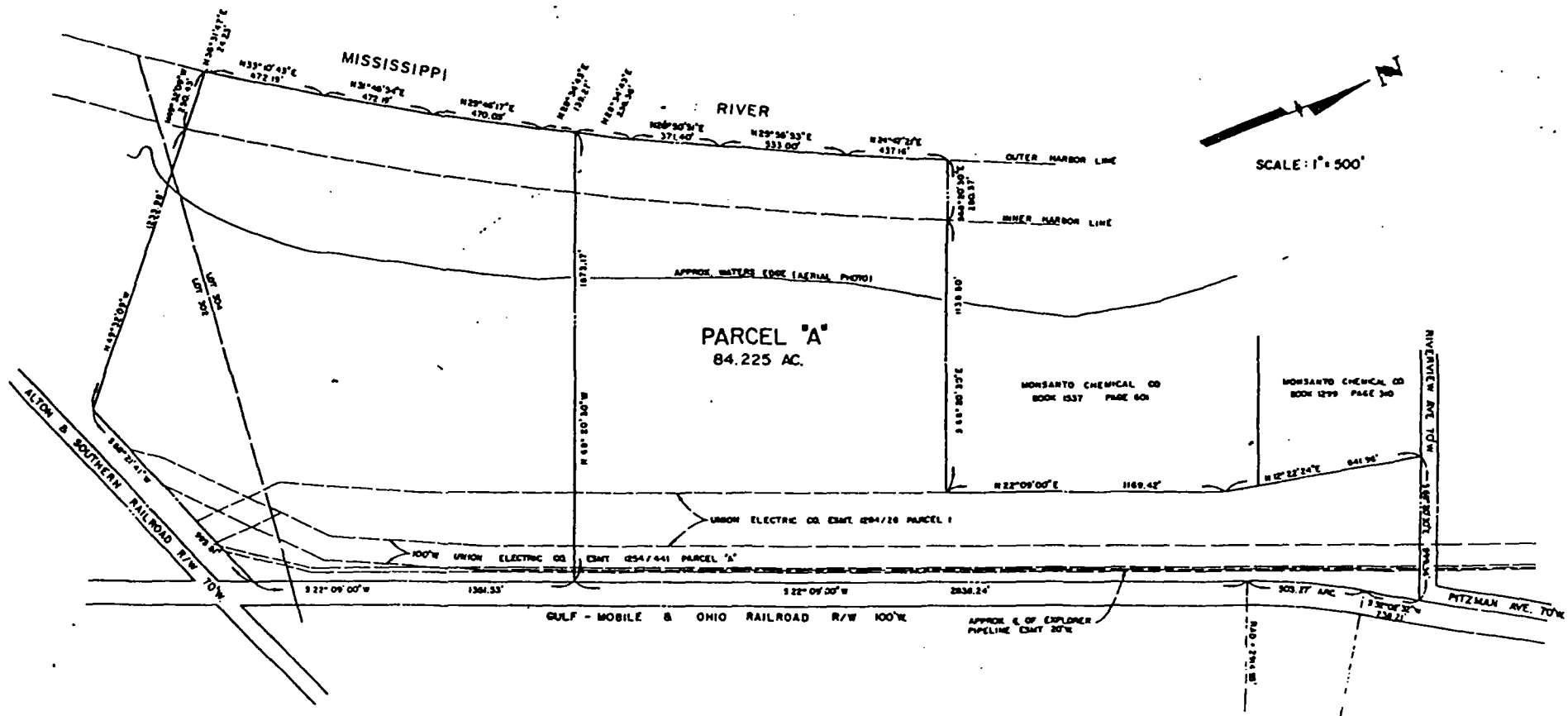


EXHIBIT
PARCEL "A"

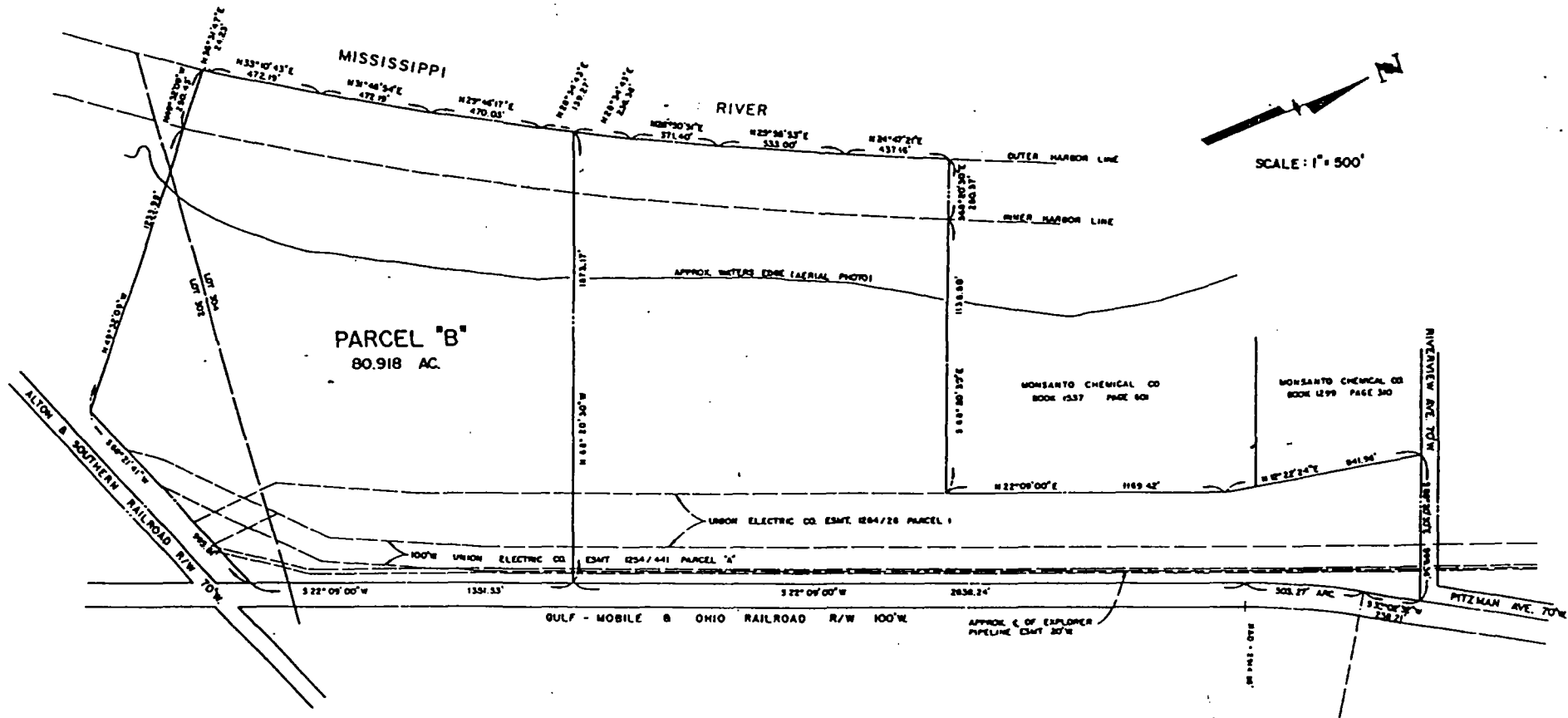
Part of Lot No. 304 of the "SIXTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats B on page 25, described as follows:

Beginning at a point in the south line of Riverview Avenue, 70 feet wide, said point being the northeast corner of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1299, Page 310 of the St. Clair County Records; thence along the south line of Riverview Avenue, south 68 degrees 20 minutes 30 seconds east 599.36 feet to a point on the west right-of-way line of the Gulf-Mobile and Ohio Railroad; 100 feet wide; thence along the west right-of-way line of said railroad, south 32 degrees 02 minutes 32 seconds west 238.21 feet to a point of curve; thence continuing along the west right-of-way line of said railroad along a curve to the left having a radius of 2914.93 feet an arc distance of 503.27 feet to the point of tangent; thence still continuing along the west right-of-way line of said railroad, south 22 degrees 09 minutes 00 seconds west 2838.24 feet to a point; thence leaving the west right-of-way line of said Gulf-Mobile and Ohio Railroad north 68 degrees 20 minutes 30 seconds west 1873.17 feet to a point in the Eastern Outer Harbor Line of the Mississippi River; thence along the Eastern Outer Harbor Line of the Mississippi River the following courses and distances: North 28 degrees 34 minutes 43 seconds east 236.36 feet, north 26 degrees 50 minutes 51 seconds east 371.40 feet, north 25 degrees 55 minutes 53 seconds east 533.00 feet, north 24 degrees 47 minutes 21 seconds east 437.16 feet to a point, said point being the southwest corner of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1537 on Page 601 of the St. Clair County Records; thence leaving the Eastern Outer Harbor Line of the Mississippi River and along the south line of said Monsanto Chemical Company tract, south 68 degrees 20 minutes 30 seconds east 250.37 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence leaving the Eastern Inner Harbor Line of the Mississippi River; and along the south line of said Monsanto Chemical Company tract, south 68 degrees 20 minutes 30 seconds east 1138.50 feet to the southeast corner of said Monsanto Chemical Company tract; thence along the east line of said Monsanto Chemical Company tract, north 22 degrees 09 minutes 00 seconds east 1169.42 feet to a point; thence continuing along said east line and also the east line of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1299, Page 310 of the St. Clair County Records north 12 degrees 22 minutes 24 seconds east 841.96 feet to the point of beginning, containing 84.225 acres.

EXHIBIT

PARCEL "B"

PART OF LOT 304 OF THE
SIXTH SUBDIVISION OF CAHOKIA VILLAGE COMMON
ST. CLAIR COUNTY, ILLINOIS T.18 & 2 N. R.10 W.



PARCEL "B"

Part of Lot No. 302 of the "FOURTH SUBDIVISION" and Part of Lot No. 304 of the "SIXTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats B on page 25, described as follows:

Beginning at a point in the west right-of-way line of the Gulf-Mobile and Ohio Railroad, 100 feet wide, said point also being on the north line of a 56.7 foot wide strip of land conveyed to Monsanto Chemical Company by deed recorded in Book 995, Page 32 of the St. Clair County Records; thence leaving the west right-of-way line of said Gulf-Mobile and Ohio Railroad and along the north line of said Monsanto Chemical Company tract south 68 degrees 21 minutes 41 seconds west 993.81 feet to a point on the north line of a tract of land established in survey by Robert P. Weinel during April, 1968; thence in a northwesterly direction along the last mentioned line north 49 degrees 32 minutes 09 seconds west 1233.98 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence northwesterly north 49 degrees 32 minutes 09 seconds west 250.43 feet to a point in the Eastern Outer Harbor Line of the Mississippi River, thence along the Eastern Outer Harbor Line of the Mississippi River the following courses and distances: north 36 degrees 31 minutes 47 seconds east 24.23 feet, north 33 degrees 10 minutes 43 seconds east 472.19 feet, north 31 degrees 48 minutes 54 seconds east 472.19 feet, north 29 degrees 46 minutes 17 seconds east 470.03 feet, north 28 degrees 34 minutes 43 seconds east 139.27 feet; thence leaving the Eastern Outer Harbor Line of the Mississippi River south 68 degrees 20 minutes 30 seconds east 1873.17 feet to a point in the west right-of-way line of the Gulf Mobile and Ohio Railroad, 100 feet wide; thence along the west right-of-way line of said Gulf Mobile and Ohio Railroad south 22 degrees 09 minutes 00 seconds west 1351.53 ft. to the point of beginning, containing 80.918 acres.

EXHIBIT

EASEMENT FOR RAILROAD SPUR - PARCEL "B"
PART OF LOT 302 OF THE FOURTH SUBDIVISION
& PART OF LOT 304 OF THE SIXTH SUBDIVISION
OF CAHOKIA VILLAGE COMMON
ST. CLAIR COUNTY, ILLINOIS T.18 N. R.10 W.

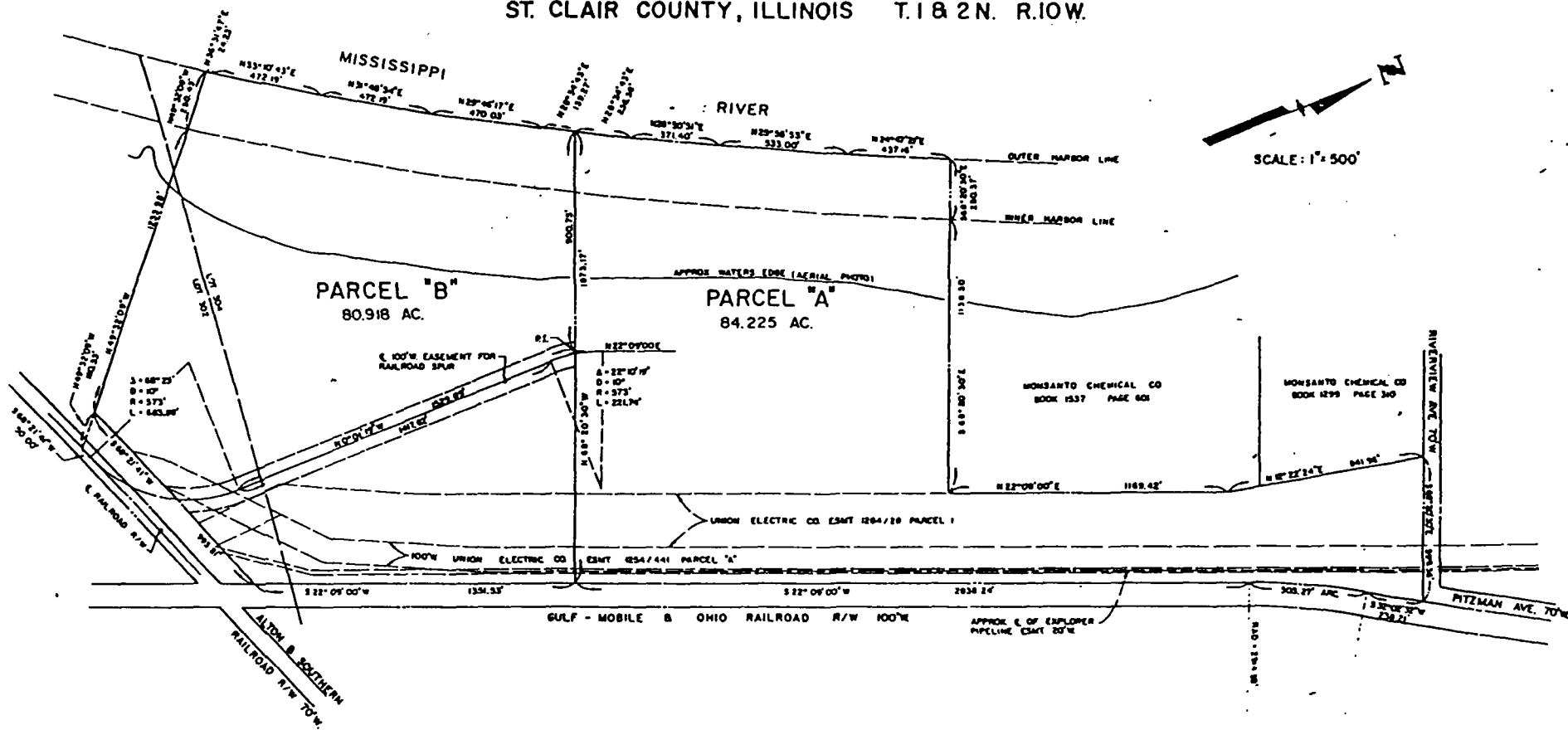


EXHIBIT E

Eagle Marine Industries, Inc.

SUITE 1725 • 200 NORTH BROADWAY • ST. LOUIS, MISSOURI 63102-2716 • 314/421-1153

March 14, 1992

Mr. Roy Baur
President
Baur Trucking Company, Inc.
3936 Mississippi Avenue
Cahokia, Illinois 62206

Re: Demolition Concrete and Brick
From the Kiel Auditorium and the Sheraton Hotel

Dear Roy:

Pursuant to our recent discussions, it is our understanding your company desires to furnish rip rap material to be used in our fill and bank stabilization/erosion control project adjacent to our terminal facilities in Sauget, Illinois.

This letter will serve to authorize your company the exclusive right to deposit, process, sort, stock pile and distribute material in our project area at the southern end of our 165-acre tract (#40 Pitzman Avenue, Sauget, Illinois, Mile 177.5 Upper Mississippi River) on the following terms and conditions:

1. All material deposited must meet the specifications of the federal government and the State of Illinois regulating authorities. In addition, all materials deposited must be free of waste, including any solid or any hazardous materials as defined in any applicable federal and state environmental laws. Also, all structural steel and rebar must be removed and segregated from the concrete and brick. The material must also contain no wood, asphalt, plaster, trash, garbage, ash, etc.
2. Prior to depositing material, you must receive permission for access to the property from us. In addition, your company will be responsible for placing the material in the project area in such a manner as to not interfere with the operation of the three terminal facilities. All access to the property will be from the Township Road at the south end of the property.
3. Your company agrees to use reasonable care to prevent damage to our property, and agrees to indemnify our company and all other parties lawfully in possession of our property and will hold each of them harmless from any claims and demands from any person or persons arising out

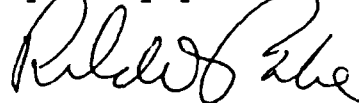
Mr. Roy Baur
March 14, 1992
Page 2

damage suffered by such person or persons resulting directly or indirectly from any act of negligence on your company's part.

4. Your company agrees to furnish our company a Certificate of Insurance covering your employees and your operations on our property.
5. Your company acknowledges that our company will make no payment for any material transported to the project area, or for the processing, sorting, stock piling or distributing the material on our property. In addition, your company will provide all the necessary excavation, crushing and sorting equipment for the project at no cost to our company. All salvage funds received from the sale of any scrap steel removed from the material will belong to your company.
6. Your company agrees to notify our company on a weekly basis as to the quantity and type of material to be deposited on our property during each 7-day period.
7. This agreement can be terminated for any reason at any time by either party, without penalty.

If the above accurately summarizes our agreement, please execute both copies of this agreement and return one copy to us at your earliest convenience. If you have any questions regarding the above, please do not hesitate to contact us.

Very truly yours,



Richard D. Burke
Executive Vice President

RDB:pal

BAUR TRUCKING COMPANY, INC.

By _____
Roy Baur
President

EXHIBIT F

TRUSTEE'S DEED

THIS TRUSTEE'S DEED made and entered into this 30th day of March, 1973, by and between DONALD C. ELSAESSER, ROBERT H. MCROBERTS, Successor Trustee to CHARLES E. RICHARDSON, deceased, and RUSSELL P. RICHARDSON, as Trustees, acting under deed dated December 26, 1928 and recorded in the Office of the Recorder of Deeds, St. Clair County, Illinois in Book 723, Page 371, as thereafter extended and modified and again extended by agreement dated December 17, 1968 and recorded as Document No. A303205, and in Book 2155, Page 25-54, St. Clair County, Illinois Records, as parties of the first part, for convenience hereinafter referred to as Grantors, and FRED H. LEYHE, as party of the second part; for convenience hereinafter referred to as Grantee,

W I T N E S S E T H:

The Grantors, as trustees as aforesaid but not as individuals, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, do hereby grant, sell, and convey to said Grantee, the following described real estate located in the County of St. Clair, State of Illinois, to-wit:

Part of Lot No. 302 of the "FOURTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of PLATS B on Page 10, and parts of Lot No. 304 of the "SIXTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats B on page 25, described as follows:

Beginning at a point in the South line of Riverview Avenue, 70 feet wide, said point being the Northeast corner of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1299 on Page 310 of the St. Clair County Records; thence along the South line of Riverview Avenue, South 68 degrees 20 minutes 30 seconds East 599.36 feet to a point on the West right-of-way line of the Gulf-Mobile and Ohio Railroad, 100 feet wide; thence along the West right-of-way line of said railroad, South 32 degrees 02 minutes 32 seconds West 238.21 feet to a point of curve; thence continuing along the West Right of Way line of said railroad along a curve to the left having a radius of 2914.93 feet an arc distance of 503.27 feet to the point of tangent; thence still continuing along the West right-of-way line of said railroad, South 22 degrees 09 minutes 00 seconds West 4189.77 feet to a point, said point being on the North line of a 56.7 foot wide strip of land conveyed to Monsanto Chemical Company by deed recorded in Book 995 on page 32 of the St. Clair County Records; thence leaving the West

AFFIX HERE
AFTER RECORDATION

PT 01-34-0-300-003
APPROVED MAPS & PLATINGS
D. W. WILSON, Director
SUBJECT TO ZONING REGULATIONS

Right-of-Way line of said Gulf-Mobile and Ohio Railroad and along the North line of said Monsanto Chemical Company tract South 68 degrees 21 minutes 41 seconds West 993.81 feet to a point on the North line of a tract of land established in survey by Robert P. Weinel during April 1968; thence in a Northwesterly direction along last mentioned line North 49 degrees 32 minutes 09 seconds West 1233.98 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence Northwestwardly North 49 degrees 32 minutes 09 seconds West 250.43 feet to a point in the Eastern Outer Harbor Line of the Mississippi River; thence along the Eastern Outer Harbor Line of the Mississippi River the following courses and distances: North 36 degrees 31 minutes 47 seconds East 24.23 feet, North 33 degrees 10 minutes 43 seconds East 472.19 feet, North 31 degrees 48 minutes 54 seconds East 472.19 feet, North 29 degrees 46 minutes 17 seconds East 470.03 feet, North 28 degrees 34 minutes 43 seconds East 375.63 feet, North 26 degrees 50 minutes 51 seconds East 371.40 feet, North 25 degrees 55 minutes 53 seconds East 533.00 feet, and North 24 degrees 47 minutes 21 seconds East 437.16 feet to a point, said point being the Southwest corner of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1537 on Page 601 of the St. Clair County Records; thence leaving the Eastern Outer Harbor Line of the Mississippi River and along the South line of said Monsanto Chemical Company tract, South 68 degrees 20 minutes 30 seconds East 250.37 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence leaving the Eastern Inner Harbor line of the Mississippi River; and along the South line of said Monsanto Chemical Company tract, South 68 degrees 20 minutes 30 seconds East 1138.50 feet to the Southeast corner of said Monsanto Chemical Company tract; thence along the East line of said Monsanto Chemical Company tract, North 22 degrees 09 minutes 00 seconds East 1169.42 feet to a point; thence continuing along said East line and also the East line of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1299 on page 310 of the St. Clair County Records, North 12 degrees 22 minutes 24 seconds East 841.96 feet to the point of beginning.

Excepting however, that part conveyed in Deed from Charles E. Richardson and Donald C. Elsaesser, as trustees, to The East Side Levee and Sanitary District, dated July 28, 1965 and recorded on August 4, 1965 as Document No. A213330, more particularly described as follows:

Beginning at the intersection of the Westerly right-of-way line of the Gulf, Mobile and Ohio Railroad and the centerline of Riverview Avenue (70 feet wide) thence Southwardly 370 feet along the above mentioned right-of-way line; thence Westwardly and perpendicular to the Westerly right-of-way line of the Gulf, Mobile and Ohio Railroad, to a point which is 10 feet landward of the centerline of the spur track of

the Alton and Southern Railroad to the Union Electric Tract; thence along a curve to the left, being 10 feet from and parallel with the center line of the above mentioned spur tract to the centerline of Riverview Avenue (70 feet wide); thence Eastwardly to the point of beginning.

SUBJECT, HOWEVER, to the following:

1. Rights of the United States Government and other governmental units in that part of its areas lying between the Eastern Outer Harbor Line and the Eastern Inner Harbor Line of the Mississippi River.

2. Terms of a certain Ash Disposal Agreement dated December 3, 1952 between Parties of the First Part and Union Electric Power Company which grants Union Electric Power Company the right to cross said tract from northeast to southwest with pipes and a temporary road for the disposal of fly ash and furnace wastes, as modified by Agreement of June 25, 1968, and by Agreement of May 24, 1972.

3. Easement over premises in question and other property in favor of Illinois Power Company for an electric transmission system, as created in Easement made by Donald C. Elsaesser and Charles E. Richardson, Successor Trustees, dated November 19, 1968 and recorded on December 24, 1968 as Document No. A303235, St. Clair County, Illinois Records.

4. Easement over premises in question and other property in favor of Explorer Pipeline Company a Del. Corp. for the transportation of liquids, gases, solids or mixtures of any or all thereof, as created in Easement made by Charles E. Richardson, Russell P. Richardson and Donald C. Elsaesser, Successor Trustees, dated May 20, 1971 and recorded on September 29, 1971 as Document No. A381100, St. Clair County, Illinois Records.

5. Easement in favor of Union Electric Power Company for the transmission and distribution of electrical energy or telephone services; and the right of ingress to and egress from said easements, as created by easement from Charles E. Richardson et al., Trustees dated March 11, 1952 and recorded on April 3, 1952 in Book 1254 on page 441, St. Clair County, Illinois Records.

6. Easement in favor of Union Electric Power Company for an electric transmission line for the transmission or distribution of electrical energy or for telephone purposes, etc. as created by easement from Charles E. Richardson et al. Trustees, dated December 3, 1952 and recorded on December 15, 1952 in Book 1284 on page 28, St. Clair County, Illinois Records.

7. Rights of The East Side Levee and Sanitary District under and by virtue of a grant from Edward C. Kehr and Julius

Pitzman dated August 21, 1915 and recorded on August 5, 1916 in Book 483 on page 346 St. Clair County, Illinois Records, to build, construct, and forever maintain its levee; and from Frederick Pitzman and Charles E. Richardson, Trustees, dated April 2, 1942 and recorded on April 23, 1942 in Book 946 on page 556 St. Clair County, Illinois Records, for the purpose of constructing, maintaining, inspecting, repairing, and protecting a levee and the necessary dams.

8. Rights of the Alton & Southern Railroad under and by virtue of a grant for switch and spur tracks from:

- (a) Frederick Pitzman and Charles E. Richardson as Trustees
 - (1) dated October 10, 1949 and recorded in Book 1138 on page 207, St. Clair County, Illinois Records.
 - (2) dated December 30, 1941 and recorded in Book 741 on page 551, St. Clair County, Illinois Records.
- (b) Frederick Pitzman and Josephine E. Methudy as Trustees, dated July 20, 1929 and recorded in Book 741 on page 161, St. Clair County, Illinois Records.

9. Easement in favor of Phillips Petroleum Company over a strip of land 10 feet in width for pipe line and road purposes over premises in question, as created by Easement from Frederick Pitzman and Charles E. Richardson Trustees, dated July 1, 1942 and recorded on October 26, 1942 in Book 982 on page 321, St. Clair County, Illinois Records.

10. Easement in favor of Monsanto Chemical Company for pipe lines, electrical power, or communication cables or lines as created by easement from Charles E. Richardson and A. Fred Helenkampf, as Trustees, dated January 13, 1958 and recorded on January 14, 1958 as Document No. 922816, Book 1537-605, St. Clair County, Illinois Records.

11. Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.

12. Drainage assessments, drainage taxes, water rentals and water taxes, if any.

13. Resolution No. 41 adopted by the Board of Supervisors of St. Clair County, Illinois, on December 2, 1961 and recorded January 10, 1962 as Document No. A109218 in Book 1770 on page 495 St. Clair County, Illinois Records, establishing rules and regulations governing the platting of land into subdivisions in the unincorporated areas of St. Clair County, Illinois.

14. Ordinances and regulations relating to connections,

BOOK 2344 PAGE 170

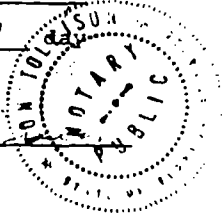
that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. I hereby further certify that I am duly authorized to take acknowledgements to deeds under the laws of the State first herein named.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 7, 1973
GORDON DARR FRED M. RIESSELHOFFER

My term as Notary expires: _____

Given under my hand and official seal this 31
of March, 1973.

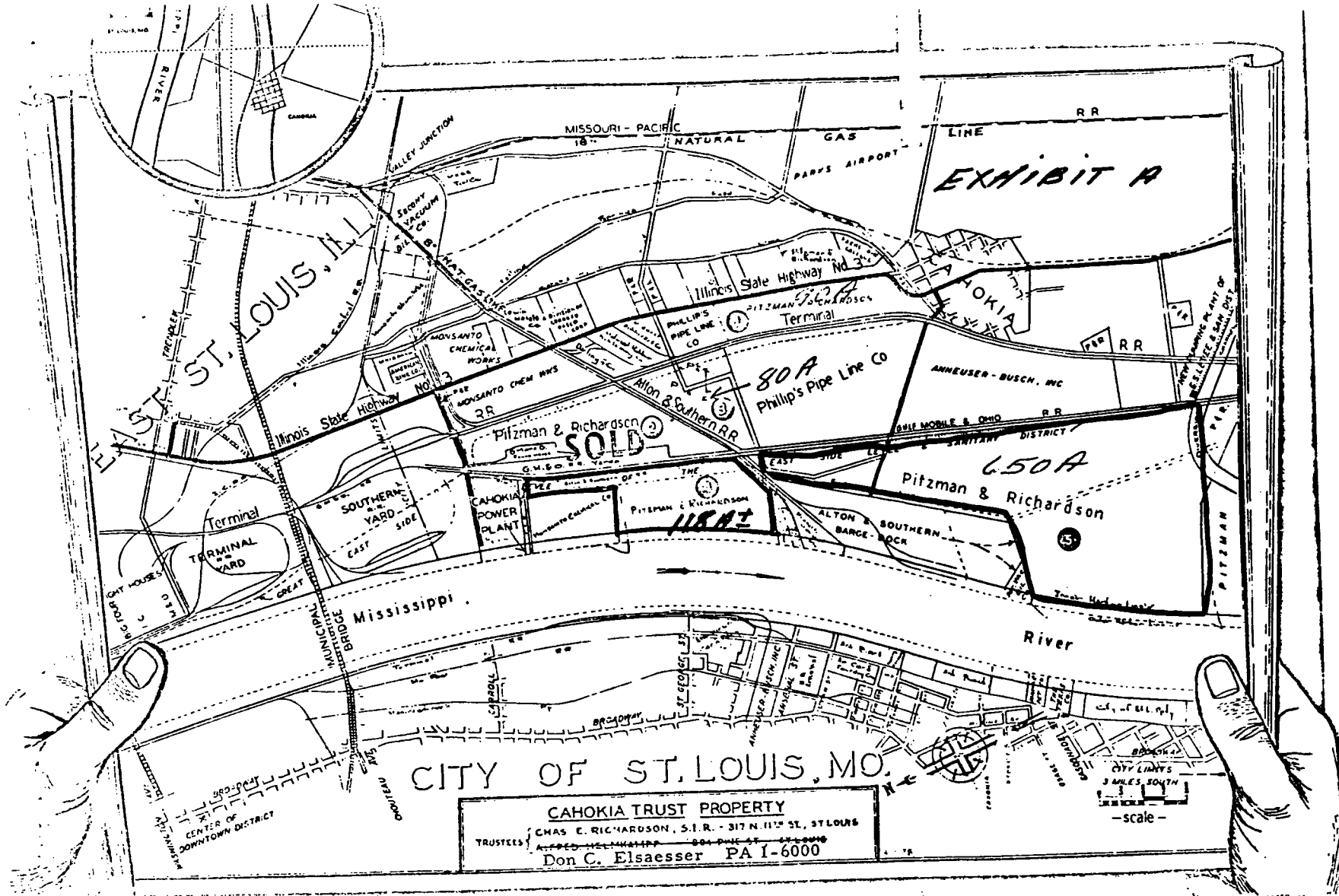
Ray Tull
Notary Public



*Prepared by Bryan, Coe, Mc Pheters & Mc Roberts
George V. Meisel, Partner*

Address of Grantee and Mail subsequent tax bills to:
Fred H. Leyhe
Suite 1252 Pierce Building
112 North 4th Street
St. Louis, Missouri 63102

EXHIBIT G



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EXHIBIT H

TRUSTEE'S DEED

THIS TRUSTEE'S DEED made and entered into this 30th day of March, 1973, by and between DONALD C. ELSAESSER, ROBERT H. MCROBERTS, Successor Trustee to CHARLES E. RICHARDSON, deceased, and RUSSELL P. RICHARDSON, as Trustees, acting under deed dated December 26, 1928 and recorded in the Office of the Recorder of Deeds, St. Clair County, Illinois in Book 723, Page 371, as thereafter extended and modified and again extended by agreement dated December 17, 1968 and recorded as Document No. A303205, and in Book 2155, Page 25-54, St. Clair County, Illinois Records, as parties of the first part, for convenience hereinafter referred to as Grantors, and NOTRE DAME FLEETING & TOWING SERVICE, INC., a Missouri corporation, as party of the second part; for convenience hereinafter referred to as Grantee,

W I T N E S S E T H:

The Grantors, as trustees as aforesaid but not as individuals, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, do hereby grant, sell, and convey to said Grantee, the following described real estate located in the County of St. Clair, State of Illinois, to-wit:

PARCEL I

Part of Lot No. 302 of the "FOURTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "B" on page 10, more particularly described as follows, to-wit:

Beginning at a point, said point being the intersection of the South line of Red House Road, 80 feet wide, as recorded in Book 767 on Page 548 of the St. Clair County Records with the West right-of-way line of the Gulf-Mobile and Ohio Railroad, 100 feet wide; thence along the West right-of-way line of the Gulf-Mobile and Ohio Railroad, South 22 degrees 09 minutes West 6754.92 feet to a point in the centerline of a 40 foot wide road dividing Lots 110 and 111 of "SECOND SUBDIVISION OF COMMONS OF CAHOKIA"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on page 11 and 12; thence along the centerline of said 40 foot wide road, North 70 degrees 16 minutes West 387.63 feet to a point, said point being the Northern prolongation of the East line of Lot 112 of said "Second Subdivision of Commons of Cahokia"; thence along said prolongation and along the East line of Lot 112 and the Southwesterly prolongation of said Lot 112, South 19 degrees 44 minutes West 521.36 feet

APPROVED MAPPING & PLATING
D. Wickham, Inc.
SUBJECT TO ZONING REGULATIONS

Plat 01 - 24 - 300 - 005

AFFIX
AFTER RECORDING

to a point on the South line of U.S. Survey 759; thence along the South line of U.S. Survey 759; North 41 degrees 51 minutes West 1020.00 feet to a point; thence leaving the South line of said U.S. Survey 759, North 60 degrees 15 minutes West 3604.45 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence Northwestwardly, North 57 degrees 31 minutes 28 seconds West 250.00 feet to a point in the Eastern Outer Harbor line of the Mississippi River; thence along said Eastern Outer Harbor Line the following courses and distances: North 32 degrees 28 minutes 32 seconds East 457.43 feet, North 33 degrees 25 minutes 48 seconds East 579.37 feet, North 34 degrees 32 minutes 20 seconds East 566.82 feet, North 36 degrees 19 minutes 09 seconds East 569.84 feet, North 37 degrees 15 minutes 59 seconds East 564.78 feet North 39 degrees 09 minutes 04 seconds East 554.96 feet, North 40 degrees 44 minutes 29 seconds East 558.38 feet, and North 41 degrees 42 minutes 02 seconds East 28.20 feet to a point, said point being the Southwest corner of a tract of land conveyed to Socony Vacuum Company, Inc. by deed recorded in Book 1118 on page 340 of the St. Clair County Records; thence leaving the Eastern Outer Harbor Line of the Mississippi River, and along the South line of said Socony Vacuum Company tract, South 48 degrees 17 minutes 58 seconds East 250.00 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence continuing along the South line of the Socony Vacuum Company tract, and also a part of the South line of a tract of land conveyed to Alton and Southern Railroad by deed recorded in Book 1118 on page 337 of the St. Clair County Records, South 77 degrees 49 minutes 34 seconds East 1696.19 feet to the Southeast corner of said Alton and Southern Railroad tract; thence along the East line of said Alton and Southern Railroad tract and along the East line of a tract of land conveyed to Alton and Southern Railway by deed recorded in Book 433 on page 612 (Parcel 2) of the St. Clair County Records, North 38 degrees 55 minutes 26 seconds East 3131.43 feet to a point on the South line of Red House Road, as aforementioned; thence along the South line of Red House Road, South 42 degrees 14 minutes 45 seconds East 1483.19 feet to the point of beginning.

PARCEL II

Part of Lot No. 302 of the "FOURTH SUBDIVISION CANOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "B" on page 10, more particularly described as follows, to-wit:

Beginning at a point, said point being the intersection of the North line of Red House Road, 80 feet wide, with

the West right-of-way line of the Gulf-Mobile and Ohio Railroad, 100 feet wide; thence leaving the West right-of-way line of the said Gulf-Mobile and Ohio Railroad, and along the North line of Red House Road, North 42 degrees 14 minutes 45 seconds West 1457.28 feet to a point on the East line of a tract of land conveyed to Alton and Southern Railway by deed recorded in Book 433 on page 612 (Parcel 2) of the St. Clair County Records; thence along the East line of said Alton and Southern railway tract, North 38 degrees 55 minutes 26 seconds East 2264.85 feet to a point; thence continuing along the Southeast line of said Alton and Southern Railway tract, North 68 degrees 21 minutes 41 seconds East 915.02 feet to a point on the aforementioned West right-of-way line of the Gulf-Mobile and Ohio Railroad; thence along said West right-of-way line, South 22 degrees 09 minutes West 3431.44 feet to the point of beginning.

SUBJECT, HOWEVER, to the following:

1. Rights of the United States Government and other governmental units in that part of it's areas lying between the Eastern Outer Harbor Line and the Eastern Inner Harbor Line of the Mississippi River.
2. Restrictions, covenants, agreements, conditions and rights of way of record, if any.
3. Any and all private, public, utility and pipe line easements of record, if any.
4. Installments not due at or before date hereof of any special tax or assessment for improvements.
5. Taxes not now due and payable and special taxes assessed or becoming a lien after date hereof.
6. Easement in favor of Socony-Vacuum Oil Company, for two eight inch pipe lines as created by easement from Frederick Pitzman and Charles E. Richardson dated December 28, 1942 and recorded on March 3, 1943 in Book 983 on page 207, St. Clair County, Illinois Records; the description of said easement was more particularly described in Document from same parties dated September 19, 1956 and recorded on September 25, 1956 as Document No. 860776, Book 1458-49, St. Clair County, Illinois Records.
7. Easement in favor of Union Electric Power Company for the transmission and distribution of electrical energy or telephone services; as created

by easement from Charles E. Richardson et al., Trustees dated March 11, 1952 and recorded on April 3, 1952 in Book 1254 on page 441, St. Clair County, Illinois Records.

8. Easement in favor of Union Electric Power Company, for the transmission or distribution of electrical energy or for telephone purposes, etc. as created by easement from Charles E. Richardson et al., Trustees, dated December 3, 1952 and recorded on December 15, 1952 in Book 1284 on page 28, St. Clair County, Illinois Records.

9. Right, title and interest of the Town of Centerville County of St. Clair, State of Illinois in and to so much of the land required for public road purposes located in the Second Subdivision of the Commons of Cahokia made by Frederick Pitzman and Charles E. Richardson dated March 18, 1932 and recorded on March 23, 1932 in Book 780 on page 310, St. Clair County, Illinois Records.

10. Release of all claims to damages by reason of construction and maintenance of a public road, as contained in deed for public road purposes made by Frederick Pitzman and Charles E. Richardson to Town of Centerville, County of St. Clair, Illinois dated March 18, 1932 and recorded on March 23, 1932 in Book 780 on page 310, St. Clair County, Illinois Records.

11. Agreement made by The East Side Levee and Sanitary District of Madison and St. Clair Counties and Frederick Pitzman and Charles E. Richardson, as Trustees, dated December 30, 1941 and recorded on April 23, 1942 in Book 946 on page 559, St. Clair County, Illinois Records; said agreement amends and modifies an easement agreement between said parties of even dated recorded in Book 946 on page 556, St. Clair County, Illinois Records.

12. Rights of The East Side Levee and Sanitary District under and by virtue of a Grant from Edward C. Kehr and Julius Pitzman dated August 21, 1915 and recorded on August 5, 1916 in Book 483 on page 346, St. Clair County, Illinois Records, to build, construct, and forever maintain its levee; and from Frederick Pitzman and Charles E. Richardson, Trustees dated April 2, 1942 and recorded on April 23, 1942 in Book 946 on page 556, St. Clair County, Illinois Records, for the purpose of constructing, maintaining, inspecting, repairing and protecting a levee and the necessary dams.

13. Easement in favor of Phillips Pipe Line Company, a corp. of Del., to use a cinder road, as contained in Trustees Deed from Frederick Pitzman

and Charles E. Richardson, Trustees, dated August 15, 1930 and recorded on September 23, 1930 in Book 760 on page 426, St. Clair County, Illinois Records.

14. Easement in favor of Phillips Pipe Line Company, a corp. of Del., for pipe lines, as created in Trustees Deed from Frederick Pitzman and Charles E. Richardson, Trustees, dated August 15, 1930 and recorded on September 23, 1930 in Book 760 on page 426, St. Clair County, Illinois Records. The description of said Easement was revised by Easement Agreement For Pipe Line Purposes by and between Charles E. Richardson and A. Fred Helmkamp, Trustees, and Phillips Pipe Line Company, a Del. Corp., dated August 28, 1956 and recorded on September 25, 1956 as Document No. 860775, Book 1458-42, St. Clair County, Illinois Records.

15. Easement over premises in question and other property in favor of Illinois Power Company, an Ill. Corp. for an electric transmission line as created by Easement made by Donald C. Elsaesser and Charles E. Richardson, as successor Trustees, dated November 19, 1968 and recorded on December 24, 1968 as Document No. A303235, St. Clair County, Illinois Records.

16. Easement over premises in question and other property in favor of Explorer Pipeline Company, a Del. Corp. for the transportation of liquids, gases, solids, or mixtures of any or all thereof, as created in Right of Way made by Charles F. Richardson, Russell P. Richardson and Donald C. Elsaesser, Successor Trustees, dated May 20, 1971 and recorded on September 29, 1971 as Document No. A381100, St. Clair County, Illinois Records.

17. Regulations relating to connections, charges and liens for use of any public sewerage, water, or other utility system serving the land referred to herein.

18. Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.

19. Drainage assessments, drainage taxes, water rentals and water taxes, if any.

20. Resolution No. 41 adopted by the Board of Supervisors of St. Clair County, Illinois, on December 2, 1961 and recorded January 10, 1962 as Document No. A109218 in Book 1770 on page 495, St. Clair County, Illinois Records, establishing rules and regulations governing the platting of land into subdivisions in the unincorporated areas of St. Clair County, Illinois.

21. Building lines as set by Supervisors Resolution adopted June 6, 1966 and recorded in Book 2017 on page 13, St. Clair County, Illinois Records.

22. Railroad rights of way, switches and spur tracks, if any.

23. Rights of way for drainage tiles, ditches, feeders and laterals.

24. Rights, if any, of Paul Sauget and of Sauget and Company to use property as a land fill site pursuant to letter from Grantor dated July 14, 1972.

TO HAVE AND TO HOLD the parcels of land above described, to the Grantee, his heirs, administrators, executors, successors and assigns forever, and the said Grantors, as Trustees, but not as individuals, will warrant and defend the title to the property hereby conveyed against any and all claims from, through and under said Trustees, and their cestuis que trust and free and clear of and from all liens and encumbrances, including taxes now due and payable.

IN WITNESS WHEREOF, said parties of the first part, as Trustees as aforesaid, have hereto set their hands and seals the day and year above written.

Donald C. Elsaesser
DONALD C. ELSAESSER

Robert H. McRoberts
ROBERT H. MCROBERTS

Russell P. Richardson
RUSSELL P. RICHARDSON

1973 APR -2 PM 2:45
BOOK 2344 PAGE 187
THOMAS J. BACCHUS
NOTARY

Trustees acting by and under an instrument dated December 26, 1928 and recorded in the Office of the Recorder of Deeds, St. Clair County, Illinois, in Book 723, Page 371, as thereafter extended and modified and again extended by Agreement dated December 17, 1968, and recorded as Document No. A303205, Book 2155 Page 25 St. Clair County, Illinois, Records.

STATE OF MISSOURI)
CITY OF ST. LOUIS) SS.

I, the undersigned Notary Public in and for said City of St. Louis in the State of Missouri, do hereby certify that

DONALD C. ELSAESSER and ROBERT H. McROBERTS, Trustees, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me, this day, in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



My term as Notary expires: August 26, 1975.

Given under my hand and Notarial Seal this 30th day of March, 1973.

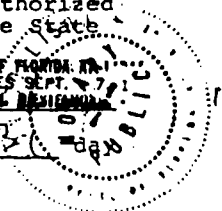
[Signature]
Notary Public

STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

I, the undersigned, a Notary Public in and for the said Dade County, in the State of Florida, do hereby certify that RUSSELL P. RICHARDSON personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. I hereby further certify that I am duly authorized to take acknowledgements to deeds under the laws of the State first herein named.

My term as Notary expires: SEPT. 7, 1975

Given under my hand and official seal this 30th day of March, 1973.



[Signature]
Notary Public

*Prepared by Bryan, Coe, McPherson & McRoberts
George V. Meisel, Partner*

-7-
Address of Grantee and Mail subsequent tax bills to:
Notre Dame Fleeting & Towing Service, Inc.
Suite 1252 Pierce Building
112 North 4th Street
St. Louis, Missouri 63102

EXHIBIT I

Sauget and Company

2902 MONSANTO AVENUE
SAUGET, ILLINOIS 62206



337-5267

337-1600

July 7, 1972

Mr. Don C. Elsaesser
135 North Meramec
St. Louis, Missouri

Dear Mr. Elsaesser:

As per our telephone conversation on July 6, I would like to lease the old Milan landfill site for a sanitary landfill.
✓ It will be operated in accordance with the Rules and Regulations of the State of Illinois Environmental Protection Agency.

This area is in the Village limits of Cahokia, which has an ordinance regulating landfills. A license or permit would have to be obtained from the Village.

I would pay \$100.00 per month for the lease beginning approximately September 1, 1972 and continue until I would have to stop dumping or until the site would be filled. Before I start any filling I will have to do some excavating in accordance with the Rules and Regulations of the Illinois Environmental Protection Agency.

Sincerely,

Paul Sauget
PAUL SAUGET

PS/bjl

CAHOKIA TRUST PROPERTIES

(Mississippi River Industrial Sites)

Cahokia, Illinois and Monsanto, Illinois

~~200 Maryland Avenue~~ • ST. LOUIS, MISSOURI 63105 • PA 1-6000

135 North Meramec Avenue

863-5005

July 14, 1972

Mr. Paul Sauget
Sauget and Company
2902 Monsanto Avenue
Sauget, Illinois 62206

Re: Old Milam Land Fill Site
Cahokia, Illinois

Dear Mr. Sauget:

In accordance with our prior conversations and your letter proposal of July 7, 1972, we are agreeable to permit you and Sauget and Company to use the above property for a land fill site providing:

1. You operate said land fill in accordance with the Rules and Regulations of the State of Illinois Environmental Protection Agency and any other Governmental agency having jurisdiction and;
2. The Rules and Regulations and Ordinances of St. Clair County and;
3. Providing you operate same in accordance with the ordinances of the Village of Cahokia, Illinois and secure the necessary licenses or permits from said Village and;
4. That you provide the Cahokia Trust and it's Trustees, Charles E. Richardson, Donald C. Elsaesser, and Russell R. Richardson a Liability Policy indemnifying them against any liability as a result of any injury to persons and/or property in connection with said land fill operations on properties owned by Cahokia Trust.

The rental of said land site will be on a month to month basis and will be subject to a 30 day cancellation notice in event said property is sold.

Approved: July 21, 1972

Date

SAUGET AND COMPANY

By: Paul Sauget

Paul Sauget

CAHOKIA TRUST

By: Donald C. Elsaesser

Donald C. Elsaesser

Co-Trustee

Charles E. Richardson

Co-Trustee

CAHOKIA TRUST PROPERTIES

(Mississippi River Industrial Sites)

Cahokia, Illinois and Monsanto, Illinois

~~8101 MARYLAND AVENUE~~ ST. LOUIS, MISSOURI 63105 • ~~PA-1-6000~~
135 No. Meramec Avenue 863-5005

April 4, 1973

Mr. Paul Sauget
Sauget and Company
2902 Monsanto Avenue
Sauget, Illinois 62206

Dear Mr. Sauget:

This is to officially advise you that on Monday, April 2, 1973 the Trustees of Cahokia Trust officially closed the sales on Tract #4 (165.143 acres) and Tract #5 (635.868 acres) of the Cahokia Trust properties of which you are thoroughly familiar.

On Tract #4 the Trustee's Deed was delivered to Fred H. Leyhe.

On Tract #5 the Trustee's Deed was delivered to Notre Dame Fleeting & Towing Service, Inc. The sales were closed at Chicago Title Insurance Company in Belleville and the Deeds were duly recorded.

In accordance with the letter agreement dated July 14, 1972 by and between Trustees of the Cahokia Trust and Sauget and Company we are hereby giving you the 30 day cancellation notice required as per the last paragraph of this agreement, "The rental of said land site will be on a month to month basis and will be subject to a 30 day cancellation notice in event said property is sold".

As you recall on Monday, January 22, 1973, I brought Mr. Fred Leyhe and Mr. Dick Burke, both officers of Notre Dame Fleeting & Towing Service, Inc. to your office in Sauget Village for the purpose of meeting each other. We advised you at the time that both Tracts #4 and #5 were scheduled to close on April 2, 1973. We also went over with you the new surveys of both tracts that were completed in January by Elbring Surveying Co.

Mr. Fred Leyhe will be calling you in the near future to discuss with you any future plans on both parcels.

Enclosed is a copy of the agreement referred to above and dated July 14, 1972. Mr. Fred Leyhe's phone # is GA1-3575 and his address is:

Mr. Fred H. Leyhe, President
Notre Dame Fleeting & Towing Service, Inc.
Suite 1252
112 N. Fourth Street
St. Louis, Missouri 63102

CAHOKIA TRUST PROPERTIES

(Mississippi River Industrial Sites)

Cahokia, Illinois and Monsanto, Illinois

8201 MARYLAND AVENUE • ST. LOUIS, MISSOURI 63105 • PA 1-6000

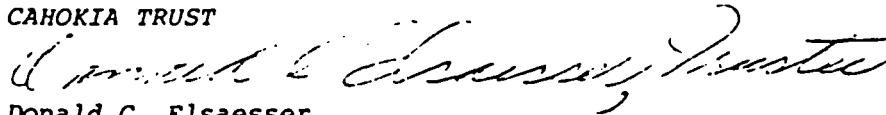
Page 2- Mr. Paul Sauge

Thanks very much for your many courtesies and cooperation in the past on these two parcels.

Paul, I am sure the same fine mutual cooperation will be achieved between you and Mr. Fred Leyhe from here on. Fred, as you know, is a fine gentleman and businessman and really wants to get these properties properly developed.

Sincerely,

CAHOKIA TRUST



Donald C. Elsaesser

DCE:cm
enc.

THORNHILL-ELSAESSER, INC. REALTORS

135 NO MERAMEC AVE • CLAYTON MO 63105 • PHONE (314) 863 5005
44 E FOUR SEASONS CENTER • CHESTERFIELD MO 63017 • PHONE (314) 469 6000

DONALD C. ELSAESSER
PRESIDENT

June 14, 1973

Mr. Fred H. Leyhe
President
Notre Dame Fleeting & Towing Service, Inc.
Suite 1252, Pierrce Building
112 North Fourth Street
St. Louis, Missouri 63101

Dear Fred:

I have just returned from a brief trip and was delighted to read in this morning's issue of the Globe Democrat a fine article by Ted Schafers, Business and Financial editor.

I agree heartily with everything my friend, Fred H. Leyhe, had to say about the Missouri and Illinois port facilities.

Enclosed is the tear sheet which I thought you might want to have for your scrap book on articles affecting river transportation.

I had a long talk this morning with Paul Sauget and he indicated that he was going to get in touch with you regarding possibilities of working out a new arrangement for dumping.

Looking forward to seeing you in the near future.

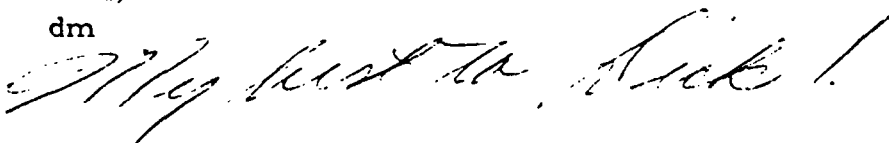
Best personal regards,

Sincerely,



D. C. Elsaesser

encl;
dm



June 26, 1973

Mr. Donald C. Elsaesser
Thornhill-Elsaesser Agency
135 N. Meramec
St. Louis, Missouri 63105

Dear Don,

Thanks very much for your letter of June 14. I sincerely hope that we can do something constructive in connection with building up our port.

We have not heard from Paul Sauget since the last meeting, and then I learned that dumping was still continuing on my property. I was particularly pleased to get your letter in view of the fact that he was planning on getting in touch with me with the possibility in mind of working out new conditions for dumping.

In the meantime, our attorney has been to Springfield and visited with the EPA concerning our property. They were pleased at our approach, but particularly pleased that Paul had ceased land-filling operations on the property.

Our attorney, learning of the dumping being continued, immediately wrote Paul regarding this matter asking him to desist and call so that the matter could be discussed in more detail.

Any suggestions you have regarding this matter would be sincerely appreciated.

Kindest regards,

Fred H. Leyhe

FHL/sj

June 15, 1973

Mr. Paul Sauget
c/o Sauget City Hall
Sauget, Illinois 62201

"Personal and Confidential"

In re: Sauget Landfill
Fred Leyhe - Notre Dame Fleeting & Towing, Inc.

Dear Mr. Sauget:

We wish to advise that this office represents Mr. Fred Leyhe and the Notre Dame Fleeting & Towing, Inc. Mr. Leyhe is now the present owner of Tract 4 and 5 which are noted on the enclosed plat. It is our understanding that you are operating a landfill on Tract 4 at the present time even though the property is not owned by you. Mr. Leyhe has indicated to me that there is no agreement at the present time between your company and him that would permit dumping on Tract 4. It is our further understanding that dumping is continuing on Tract 4 at the present time without the permission of Mr. Leyhe or any officer of his company.

Further, we have been informed by the Environmental Protection Agency that the type of dumping that is being performed is violative of several of their standards. Therefore, please consider this letter our notice to you to cease immediately all of your landfill operations on the property owned by my client.

If you have any questions or wish to discuss the matter in more detail, please contact me.

Very truly yours,

Frank L. Pellegrini

FLP/as

Enclosure

BAKER & SCRIVNER
ATTORNEYS-AT-LAW

July 11, 1980

Mr. Dick Burke
Eagle Marine Industries, Inc.
Suite 1754
112 North Fourth Street
St. Louis, Missouri 63102

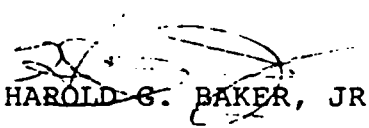
Dear Mr. Burke:

I am advised that The Pillsbury Company has made a claim against someone as the result of finding a buried barrel during excavation on the premises it leases from you which you acquired from the Cahokia Trust several years ago and which are located in the Village of Sauget, St. Clair County, Illinois.

As you know, I have, for 10 years last past, represented Sauget & Co., a Delaware corporation. For at least 20 years prior to the time you acquired the property, it operated thereon a sanitary land fill.

It did not knowingly accept barrels containing any toxic, flammable or other hazardous material and it took reasonable steps to prevent any such barrels from being deposited without its knowledge.

Very truly yours,


HAROLD G. BAKER, JR.

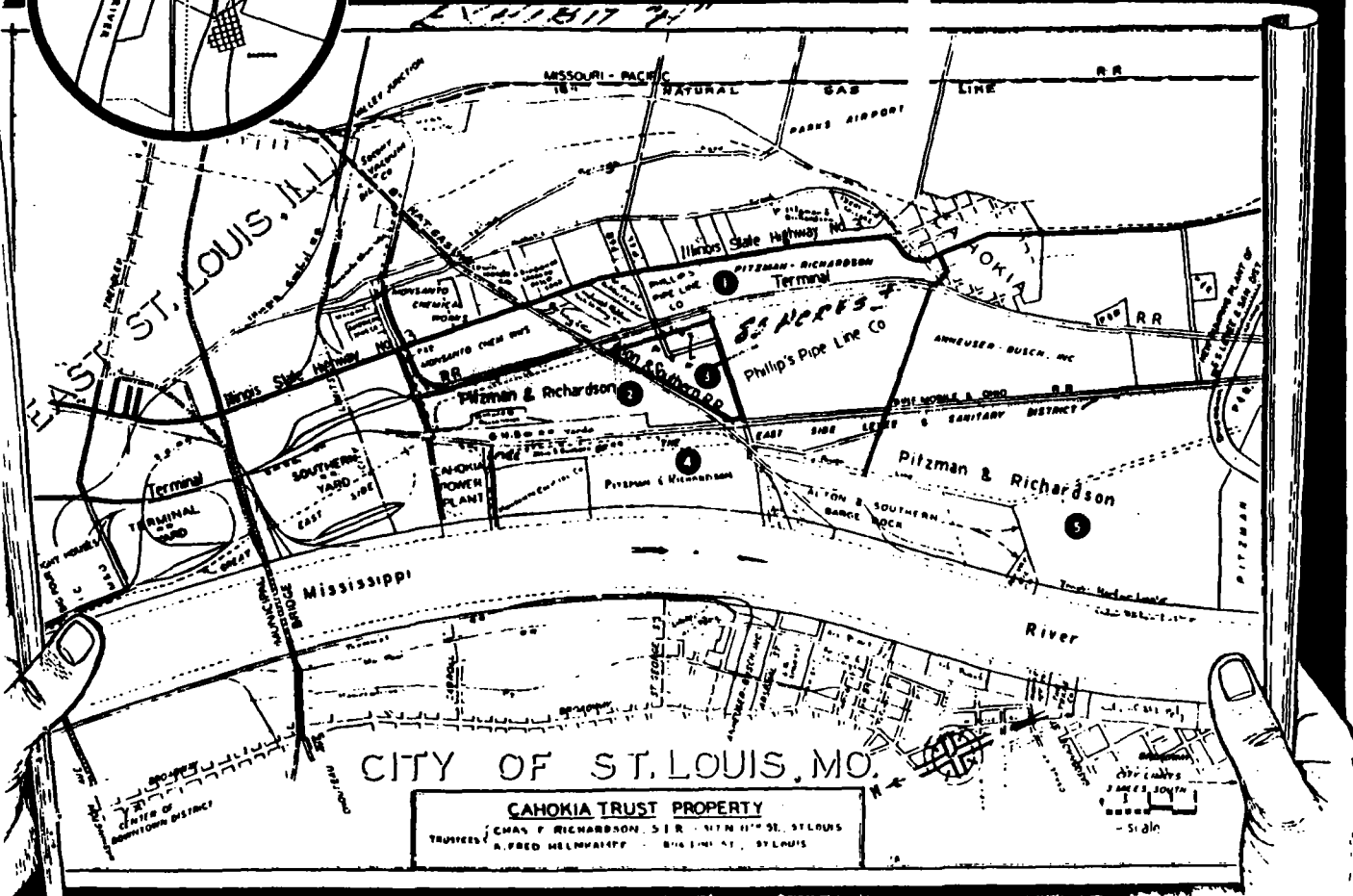
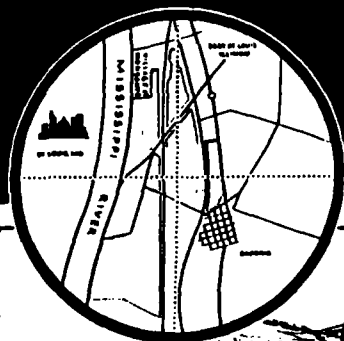
HGBjr/mcm

cc: Hon. Paul Sauget

Now Available...

THE CAHOKIA TRUST PROPERTIES

THESE CHOICE SITES
ARE WAITING
in the heart
of this time-tested
DIVERSIFIED
INDUSTRIAL REGION



THESE NATIONAL MANUFACTURERS ARE YOUR "NEIGHBORS"

| | | |
|------------------------------------|------------------------------|----------------------------------|
| Allied Chemical & Dye Corp. | Anheuser-Busch, Inc. | National Container Corp. |
| Allied Mills Inc. | Celotex Corp. | National Lead Co. |
| Aluminum Co. of America | Dow Chemical Co. | Olin Matheson Chemical Corp. |
| American Agricultural Chemical Co. | General Steel Castings Corp. | Owens-Illinois Glass Co. |
| American Brake Shoe Corp. | Glidden Co. | Shell Oil Co. |
| American Smelting & Refining Co. | Granite City Steel Co. | Sinclair Refining Co. |
| American Steel Foundries | International Shoe Co. | Socoy Vacuum Oil Co. |
| American Zinc Co. of Illinois | Laclede Steel Co. | Standard Oil Co. of Indiana |
| A. O. Smith Corp. | Levin Metals Co. | Swift & Co. |
| Armour & Co. | Monogram Chemical Co. | Virginia Carolina Chemical Corp. |

YOU CAN SHARE THESE ADVANTAGES, TOO...

WATER... 129 billion gallons a day from the Mississippi River... plus sub-surface water from 336 square miles of water bearing area. Every city in the nation could draw its daily requirements from the Mississippi at St. Louis and still leave 86 billion gallons of water per day unused!

POWER AND FUEL... include an integrated electrical power pool of 2,700,000 KW capacity... plus tremendous Illinois and Kentucky coal fields... plus natural gas from Northern Louisiana.

TRANSPORTATION... world's second largest rail center... nation's second largest truck center... world air traffic center... and center of inland waterways system.

INDUSTRIAL RAW MATERIALS... center of world's richest agricultural region... plus an abundance of coal, oil, fire clay, glass sand, iron ore, lead, barite, dolomite, limestone, pyrites and others.

CONSTRUCTION... diversified production and resources results in low-cost of major construction requirements... including all types of building materials.

MANUFACTURING COSTS... reasonable energy costs... plus superior transportation facilities of this central location assure low cost of assembling raw materials.

BASIC METALS... the nation's only industrial center that produces five basic metals: iron, lead, zinc, copper, and magnesium (from the world's largest magnesium rolling mill).

CONTAINERS... glass, tin, metal, cloth, plastic, wood, paper, and other types for all purposes from this major container manufacturing center.

CHEMICALS... giant plants produce large quantities and a wide variety of basics and intermediates.

LOCAL GOVERNMENT... no burdensome expense for new community development... all city services and facilities provided for and supported by reasonable tax rate.

RELATION TO MARKETS... the most strategic location from which to serve all North American markets.

DIVERSIFICATION OF INDUSTRIAL ACTIVITY... only 8% of employed engaged in any one industry... a most stable economy in one of the world's most widely diversified industrial areas... producing over 4,451 of the products listed by U. S. Bureau of Census.

CAHOKIA TRUST



CHAS. E. RICHARDSON, Secretary of Industrial Realtors,
317 North Eleventh Street, St. Louis 1, Mo. 63101
Main 1-0952
A. FRED HELMHAFF, President
201 Pine Street, St. Louis 1, Missouri 63106

WHAT YOU WILL FIND IN THE CAHOKIA TRUST PROPERTIES...

Located directly south of the City of East St. Louis, Illinois, and directly across the Mississippi River from St. Louis, the Cahokia Trust Properties are contained in the small communities of Morwanto and Cahokia in St. Clair County, Illinois.

In the heart of the Metropolitan St. Louis area, with its population in excess of 1,900,000 people, the Cahokia Trust Properties are only 100 miles from the center of population of the United States. The economy of this area is very stable, being more diversified industrially than probably any other area in the nation.

The Cahokia Trust Properties are the largest privately owned industrial areas in Metropolitan St. Louis... a direct contrast to the Missouri side of the river where practically no industrial sites of any size are available.

Although the Properties are located in modern communities, a most favorable local tax situation prevails... and in addition, of course, there is no State Income Tax in Illinois.

We invite your attention to the following tract descriptions, available as this folder goes to press. These sites are available as a unit, or as reasonable parts thereof.

...For your present and future industrial growth

It is only a small spot on the map... but there is perhaps no more strategic industrial location in all America!

Cahokia Trust Properties offer that rare combination of a top-flight industrial district... in the heart of a major metropolitan center. Centrally located, and at the crossroads of every modern transportation system, these tracts provide easy accessibility, in and out, for your plant.

Enjoy the many advantages of this healthy industrial atmosphere. Your neighbors are some of the nation's top manufacturers... your community is extremely industrial-minded, offering many benefits and privileges to the companies it shelters... your opportunity, for present and future growth is literally unlimited.

Only recently has this opportunity developed. And once these tracts are gone, there are no more.

If planning for expansion is part of your responsibility, this folder has been prepared to help you. We shall be glad to discuss it with you and your colleagues. And, we hope, you will investigate this opportunity fully.

CAHOKIA TRUST

TRUSTEES | CHAS. E. RICHARDSON, Society of Industrial Realtors,
317 North Eleventh Street, St. Louis 1, Missouri,
MAin 1-0952
A FRED HELMKAMPF
804 Pine Street, St. Louis 1, Missouri, MAin 1-8366



All brokers recognized

WHICH TRACT FITS YOUR NEED?

TRACT No. 1. Approximately 90 acres, fronting on Illinois State Highway No. 3 with nearly a mile of road frontage. It is served on its entire western side by the Terminal Railroad (the joint belt-line of the 18 trunk lines entering the Metropolitan St. Louis area).

TRACT No. 2. Approximately 130 acres served by the Terminal Railroad, the Alton & Southern Railroad (a belt-line competing with the Terminal Railroad and serving the trunk lines entering St. Louis on the east side of the Mississippi River) and by the main line of the Gulf, Mobile & Ohio Railroad. This tract, in addition to being served by the usual utilities, has unusually large industrial sewer facilities.

TRACT No. 3. Approximately 80 acres served by the Terminal Railroad and the Alton & Southern Railroad; access to Highway No. 3 by private road.

TRACT No. 4. Approximately 130 acres served by the Alton & Southern Railroad. This tract has $\frac{1}{4}$ of a mile frontage on the Mississippi River and is without question the finest piece of riverfront property, with full riparian rights, in the Metropolitan St. Louis area.

TRACT No. 5. Approximately 650 acres, served by the Alton & Southern Railroad. It has over 4000 feet of frontage on the Mississippi River with full riparian rights.

In addition to the properties listed above (and in adjacent locations), the Cahokia Trust has available several smaller tracts.

All utilities such as electric power, city water, gas, sewers, etc., are available to all of these properties and industrial water is available by sinking relatively shallow wells.



Almost 200 years ago... PIERRE LACLEDE DISCOVERED THIS PERFECT INDUSTRIAL SITE

Explorer Laclede probably didn't have modern day industry in mind... but he did recognize the strategic advantages of the present Metropolitan St. Louis area. Of all the hundreds of miles of riverfront to select from, this was the point he settled. And today his judgment looks even better than ever.

Now...almost 200 years later...

THESE SITES ARE AVAILABLE FOR YOU

As valuable as this location is, many of these sites have never been available before for industrial development... it was only recently that these magnificent sites have been available to industry. Now, after almost 200 years, they form a rare opportunity for you.

EXHIBIT J

UNION ELECTRIC COMPANY
1901 GRATIOT STREET - ST. LOUIS

January 8, 1974

MAILING ADDRESS:
P. O. BOX 149
ST. LOUIS, MO. 63166

Mr. Frank L. Pelligrini
Attorney at Law
Suite 1025
706 Chestnut Street
St. Louis, Missouri 63101

Dear Mr. Pelligrini:

This letter will supplement information furnished to you, Mr. Fred H. Leyhe, and Mr. Richard Burke by myself and Mr. Paul Abendschein at the recent meeting in Mr. Leyhe's office regarding wastes to be deposited in the ash pond on property now owned by Mr. Leyhe south of our Cahokia Power Plant when this plant is converted from coal firing to oil firing.

After this plant is converted to oil firing, the existing ash pond will be used to precipitate solid materials from a variety of plant discharges such as treated sanitary wastes, boiler blowdown, evaporation blowdown, water treatment wastes, and floor drain wastes. There will be no waste oil, tar residue or combustible material deposited in the pond as a result of the oil firing of this plant. The new deposits to be placed in the pond will be comparable in texture to fly ash insofar as foundation stability is concerned. All of our proposed deposits will meet EPA standards.

Under the terms of the original Ash Disposal Agreement dated December 3, 1952 between the Pitzman Trustees and Union Electric Company, there is no monetary consideration involved because at the time the agreement was executed it was agreed that our disposal of fly ash in the pond was mutually beneficial to both parties. We believe it would still be beneficial to your client and to us to continue the filling of the pond with these new discharges.

State of Illinois Permit No. 8002 authorizes us to fill an area of approximately 150 acres with fly ash and pit ash from our Cahokia Plant. This acreage is now owned by your client. This permit expired on December 31, 1973; however, we have requested an extension of the permit and we have also requested the State of Illinois to amend the permit to include the discharges listed above. We will keep this permit and any other permits required by governmental agencies in force continuously while we are discharging materials in the ash pond.



January 8, 1974

Union Electric Company will be agreeable to indemnification of your client as a result of our use of the ash pond.

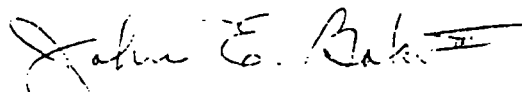
We would like to discharge these materials in the pond for a period of ten years and on a year-to-year basis thereafter until terminated by either party giving the other six months' prior notice of its intent to terminate.

We have been advised by our Operating Department that we have no river frontage available for use by your client.

We propose to enter into a new agreement with your client to cover the discharges listed above. Please review this information and furnish us any comments you may have regarding these matters.

Thank you for your cooperation.

Yours very truly,

A handwritten signature in dark ink, appearing to read "John E. Baker, III", with a horizontal line extending from the end of the signature.

John E. Baker, III
Real Estate Agent

PA/db

EXHIBIT K

DISPOSAL AGREEMENT

THIS AGREEMENT made and entered into this 17TH day of JUNE, 1974 by and between FRED H. and LOUISE K. LEYHE, hereinafter called "Leyhe" party of the first part and UNION ELECTRIC COMPANY, a Missouri corporation, hereinafter called "Union Electric" as party of the second part.

WITNESSETH THAT:

WHEREAS, Union Electric has an electric power plant in the Village of Monsanto, Illinois known as the Cahokia Power Plant, hereinafter referred to as "Plant", which plant has for disposal during its operation waste, slag, cinders, ash and oil residues from its furnaces, and

WHEREAS, Leyhe is the owner of a tract of land adjacent to said plant as more particularly set out on Exhibit A and attached hereto and incorporated by reference herein, and

WHEREAS, Union Electric is desirous of leasing approximately twelve (12) acres of aforesaid tract of land, and

WHEREAS, Union Electric has already done some filling with waste, ash and cinders on certain portions of said tract and wishes to continue to do so, and

WHEREAS, Leyhe wishes to accomodate Union Electric as to its wishes to continue dumping its said waste, slag, cinders, ash, oil residue, etc.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings it is agreed as follows:

1) Leyhe agrees to and does hereby grant to Union Electric all such easements and rights as are necessary for Union Electric to deposit said waste materials which are at least as suitable for building foundations as existing sandy alluvial soils on only that portion of said tract set out on Exhibit B and attached hereto and incorporated by reference herein.

2) In the case the fill made by Union Electric becomes so dusty as to become a nuisance during the period in which this agreement is in effect, then upon demand by Leyhe, Union Electric shall, as soon as possible, take such steps as are necessary to eliminate the dust nuisance and Union Electric agrees that it will indemnify Leyhe, or their successors or their assigns, for any liability or damage or expense resulting from or by reason of such nuisance.

3) It is understood and agreed that Union Electric shall use all practical precautions to prevent accidents from occurring and also that Union Electric assumes and agrees to pay for all damages to persons and/or property including property of Leyhe arising out of or pertaining in any way to any work and/or dumping herein contemplated, and furthermore Union Electric is to fully protect and indemnify Leyhe against any and all costs including attorneys fees, judgments and penalties which Leyhe may become liable for by reason of any such suits or administrative proceedings.

4) Union Electric agrees that it shall be its sole responsibility to secure the necessary permits for its said waste disposal from, including but not limited to, the Illinois Environmental Protection Agency, the Federal EPA Office, the Corp of Engineers, the Illinois Department of Transportation and any other such permit as may be required by any governmental authority whatsoever to proceed with the dumping of its waste materials on said property. Union Electric agrees that it shall be responsible for defending any such action and paying any assessments and/or penalties as a result of such action or actions by any governmental agency which arise because of said waste disposal by Union Electric.

5) This agreement and all of its provisions shall terminate two (2) years from the date hereof.

6) Union Electric shall pay to Leyhe the sum of Twenty One Thousand Six Hundred Dollars (\$21,600.00) over a two (2) year period, said sum being due and payable in advance on the first month of each quarter as follows:

April 1, 1974 Two Thousand Seven Hundred Dollars (\$2,700.00).
July 1, 1974 Two Thousand Seven Hundred Dollars (\$2,700.00).
October 1, 1974 Two Thousand Seven Hundred Dollars (\$2,700.00).
January 1, 1975 Two Thousand Seven Hundred Dollars (\$2,700.00).
April 1, 1975 Two Thousand Seven Hundred Dollars (\$2,700.00).
July 1, 1975 Two Thousand Seven Hundred Dollars (\$2,700.00).
October 1, 1975 Two Thousand Seven Hundred Dollars (\$2,700.00).
January 1, 1976 Two Thousand Seven Hundred Dollars (\$2,700.00).

It is agreed that in the foregoing instrument all obligations and rights of Union Electric set forth in the foregoing shall apply with equal force and effect to successors or assigns of said Union Electric and furthermore that all obligations and rights of Leyhe set forth in the foregoing shall apply with equal force and effect to successors and assigns.

7) Union Electric agrees to use said property solely for the disposal of its waste at the Cahokia Plant. It further agrees to maintain its pipes, etc. placed on said property at its own expense. Further, Union Electric agrees not to make alterations or perform any permanent construction upon said property without Leyhe's prior written consent.

8) Union Electric agrees not to assign this agreement in whole or in part without the prior written consent of Leyhe. Leyhe hereby consents to the assignment of the lease to a corporation wholly owned by Union Electric provided that the corporation assumes all of the obligations of Union Electric under the lease. In no event shall Union Electric be relieved of its obligation under this lease.

9) In the event that Union Electric shall default in payment of rent or fail in the performance of its other obligations under this lease, Leyhe may in addition to other remedies provided by law, terminate this lease and re-enter upon the premises. Upon re-entry, whether it be actual or constructive, Leyhe may re-let the premises for Union Electric's account. Union Electric remaining liable for the unpaid balance of the rent to the extent of any deficiency from the re-letting as well as all reasonable costs incurred as a result of the re-letting including attorneys fees. Leyhe shall not be obligated to re-let the premises.

10) Union Electric agrees that if during the term of this agreement and prior to its normal termination Leyhe receives a bonafide offer to sell all of the tract as described in Exhibit A, or a portion of the tract as described in Exhibit A, but including all or a portion of the tract described in Exhibit B; or if Leyhe receives an offer for the lease of all of the tract as described in Exhibit A, or a portion of the tract described in Exhibit A but including all or a portion of the tract as described in Exhibit B, then in either of such events, Leyhe may terminate this agreement upon thirty (30) days written notice to Union Electric.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year set forth above.

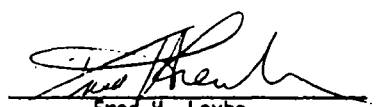
UNION ELECTRIC COMPANY

By


Vice President

ATTEST:


Secretary


Fred H. Leyhe


Louise K. Leyhe

EXHIBIT A

ALL those certain lots, pieces and parcels of land with the buildings and improvements thereon, situate, lying and being in the County of St. Clair, and State of Illinois, bounded and described as follows:

Part of Lot No. 302 of the "FOURTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of PLATS B on Page 10, and parts of Lot No. 304 of the "SIXTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats B on page 25, described as follows:

Beginning at a point in the South line of Riverview Avenue, 70 feet wide, said point being the Northeast corner of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1299 on Page 310 of the St. Clair County Records; thence along the South line of Riverview Avenue, South 68 degrees 20 minutes 30 seconds East 599.36 feet to a point on the West right-of-way line of the Gulf-Mobile and Ohio Railroad, 100 feet wide; thence along the West right-of-way line of said railroad, South 32 degrees 02 minutes 32 seconds West 238.21 feet to a point of curve; thence continuing along the West Right of Way line of said railroad along a curve to the left having a radius of 2914.93 feet an arc distance of 503.27 feet to the point of tangent; thence still continuing along the West right-of-way line of said railroad, South 22 degrees 09 minutes 00 seconds West 4189.77 feet to a point, said point being on the North line of a 56.7 foot wide strip of land conveyed to Monsanto Chemical Company by deed recorded in Book 995 on page 32 of the St. Clair County Records; thence leaving the West Right-of-Way line of said Gulf-Mobile and Ohio Railroad and along the North line of said Monsanto Chemical Company tract South 68 degrees 21 minutes 41 seconds West 993.81 feet to a point on the North line of a tract of land established in survey by Robert P. Weinel during April 1968; thence

in a Northwesterly direction along last mentioned line North 49 degrees 32 minutes 09 seconds West 1233.98 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence Northwesterwardly North 49 degrees 32 minutes 09 seconds West 250.43 feet to a point in the Eastern Outer Harbor Line of the Mississippi River; thence along the Eastern Outer Harbor Line of the Mississippi River the following courses and distances: North 36 degrees 31 minutes 47 seconds East 24.23 feet, North 33 degrees 10 minutes 43 seconds East 472.19 feet, North 31 degrees 48 minutes 54 seconds East 472.19 feet, North 29 degrees 46 minutes 17 seconds East 470.03 feet, North 28 degrees 34 minutes 43 seconds East 375.63 feet, North 26 degrees 50 minutes 51 seconds East 371.40 feet, North 25 degrees 55 minutes East 533.00 feet, and North 24 degrees 47 minutes 21 seconds East 437.16 feet to a point, said point being the Southwest corner of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1537 on Page 601 of the St. Clair County Records; thence leaving the Eastern Outer Harbor line of the Mississippi River and along the South line of said Monsanto Chemical Company tract, South 68 degrees 20 minutes 30 seconds East 250.37 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence leaving the Eastern Inner Harbor line of the Mississippi River; and along the South line of said Monsanto Chemical Company tract, South 68 degrees 20 minutes 30 seconds East 1138.50 feet to the Southeast corner of said Monsanto Chemical Company tract; thence along the East line of said Monsanto Chemical Company tract, North 22 degrees 09 minutes 00 seconds East 1169.42 feet to a point; thence continuing along said East line and also the East line of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1299 on page 310 of the St. Clair County Records, North 12 degrees 22 minutes 24 seconds East 841.96 feet to the point of beginning.

Excepting however, that part conveyed in Deed from Charles E. Richardson and Donald C. Elsaesser, as trustees, to The East Side Levee and Sanitary District, dated July 28, 1965 and recorded on August 4, 1965 as Document No. A213330, more particularly described as follows:

Beginning at the intersection of the Westerly right-of-way line of the Gulf, Mobile and Ohio Railroad and the centerline of Riverview Avenue (70 feet wide) thence Southwardly 370 feet along the above mentioned right-of-way line; thence Westwardly and perpendicular to the Westerly right-of-way line of the Gulf, Mobile and Ohio Railroad, to a point which is 10 feet landward of the centerline of the spur track of the Alton and Southern Railroad to the Union Electric Tract; thence along a curve to the left, being 10 feet from and parallel with the centerline of the above mentioned spur tract to the centerline of Riverview Avenue (70 feet wide); thence Eastwardly to the point of beginning.

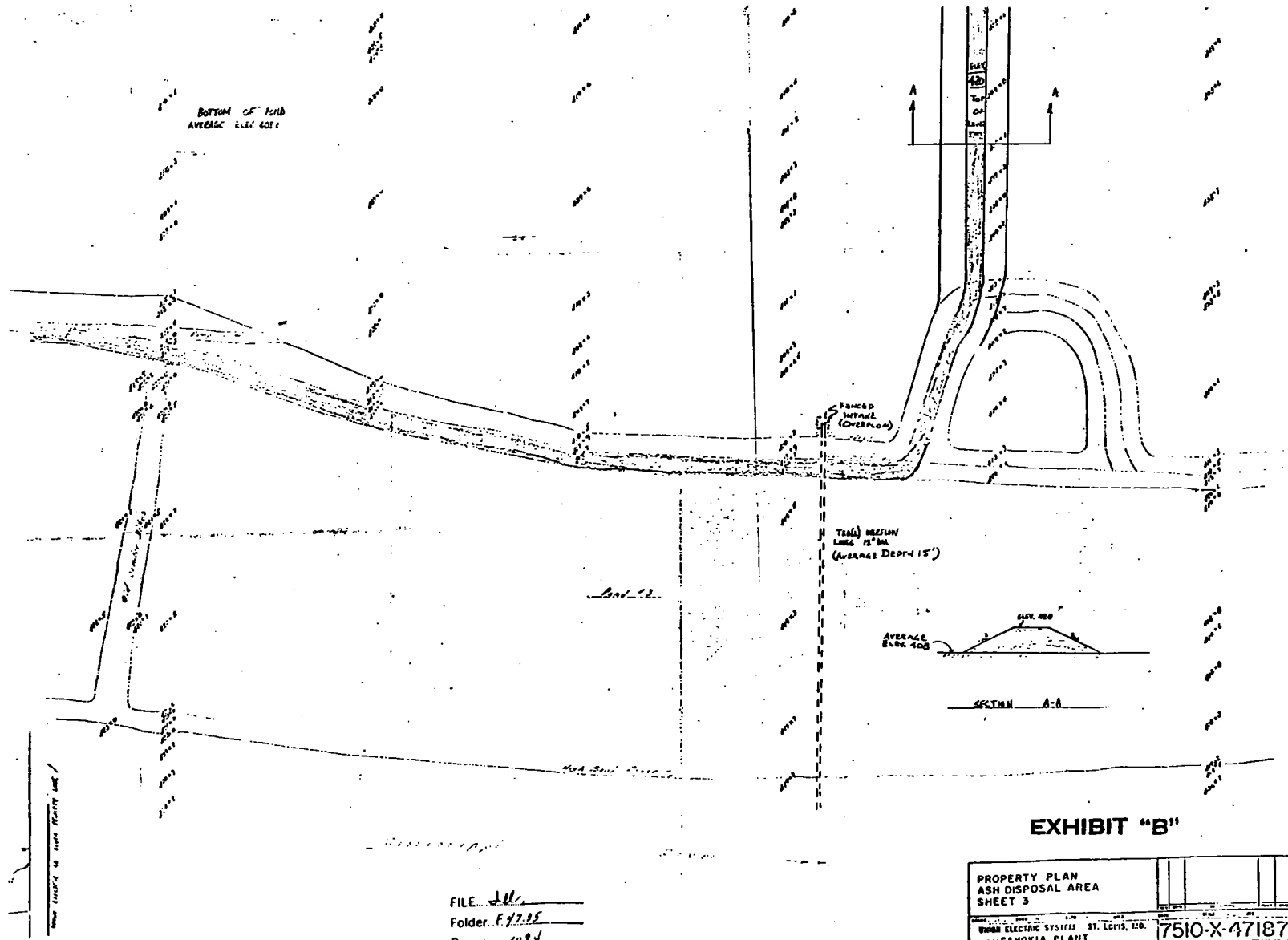


EXHIBIT L

EXHIBIT
PARCEL "A"
PART OF LOT 304 OF THE
SIXTH SUBDIVISION OF CAHOKIA VILLAGE COMMON
ST. CLAIR COUNTY, ILLINOIS T.18 & 2 N. R.10 W.

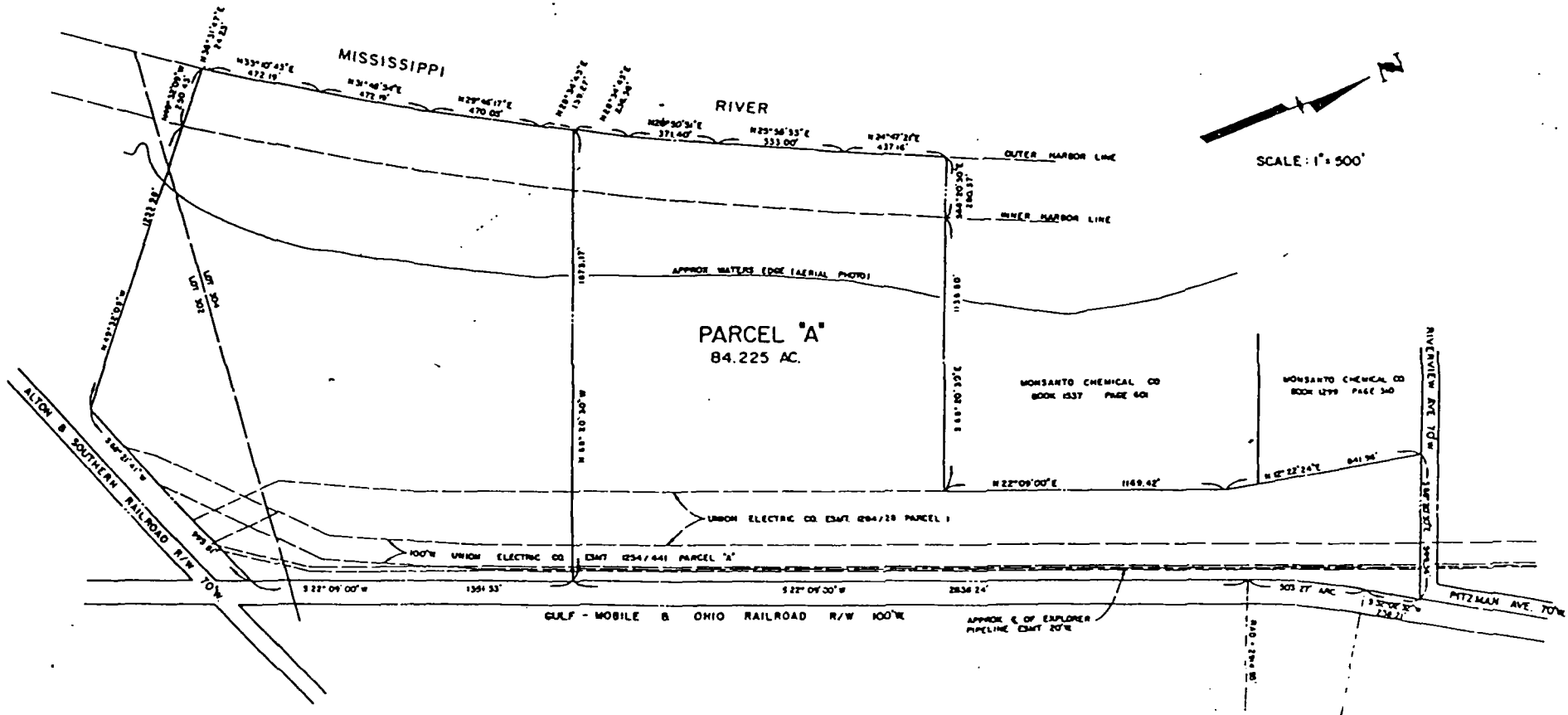
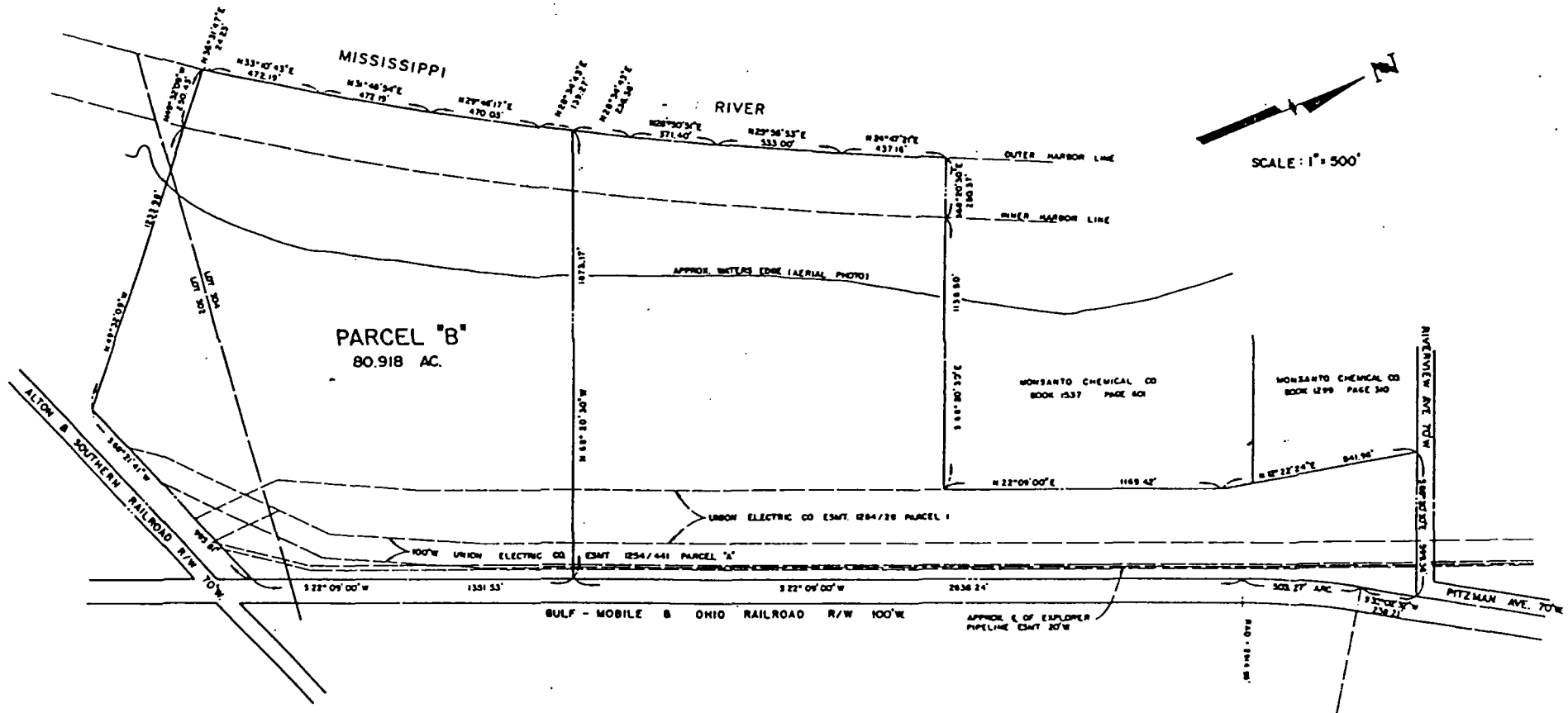


EXHIBIT
PARCEL "A"

Part of Lot No. 304 of the "SIXTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats B on page 25, described as follows:

Beginning at a point in the south line of Riverview Avenue, 70 feet wide, said point being the northeast corner of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1299, Page 310 of the St. Clair County Records; thence along the south line of Riverview Avenue, south 68 degrees 20 minutes 30 seconds east 599.36 feet to a point on the west right-of-way line of the Gulf-Mobile and Ohio Railroad; 100 feet wide; thence along the west right-of-way line of said railroad, south 32 degrees 02 minutes 32 seconds west 238.21 feet to a point of curve; thence continuing along the west right-of-way line of said railroad along a curve to the left having a radius of 2914.93 feet an arc distance of 503.27 feet to the point of tangent; thence still continuing along the west right-of-way line of said railroad, south 22 degrees 09 minutes 00 seconds west 2838.24 feet to a point; thence leaving the west right-of-way line of said Gulf-Mobile and Ohio Railroad north 68 degrees 20 minutes 30 seconds west 1873.17 feet to a point in the Eastern Outer Harbor Line of the Mississippi River; thence along the Eastern Outer Harbor Line of the Mississippi River the following courses and distances: North 28 degrees 34 minutes 43 seconds east 236.36 feet, north 26 degrees 50 minutes 51 seconds east 371.40 feet, north 25 degrees 55 minutes 53 seconds east 533.00 feet, north 24 degrees 47 minutes 21 seconds east 437.16 feet to a point, said point being the southwest corner of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1537 on Page 601 of the St. Clair County Records; thence leaving the Eastern Outer Harbor Line of the Mississippi River and along the south line of said Monsanto Chemical Company tract, south 68 degrees 20 minutes 30 seconds east 250.37 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence leaving the Eastern Inner Harbor Line of the Mississippi River; and along the south line of said Monsanto Chemical Company tract, south 68 degrees 20 minutes 30 seconds east 1138.50 feet to the southeast corner of said Monsanto Chemical Company tract; thence along the east line of said Monsanto Chemical Company tract, north 22 degrees 09 minutes 00 seconds east 1169.42 feet to a point; thence continuing along said east line and also the east line of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1299, Page 310 of the St. Clair County Records north 12 degrees 22 minutes 24 seconds east 841.96 feet to the point of beginning, containing 84.225 acres.

EXHIBIT
PARCEL "B"
PART OF LOT 304 OF THE
SIXTH SUBDIVISION OF CAHOKIA VILLAGE COMMON
ST. CLAIR COUNTY, ILLINOIS T.1 & 2 N. R.10 W.

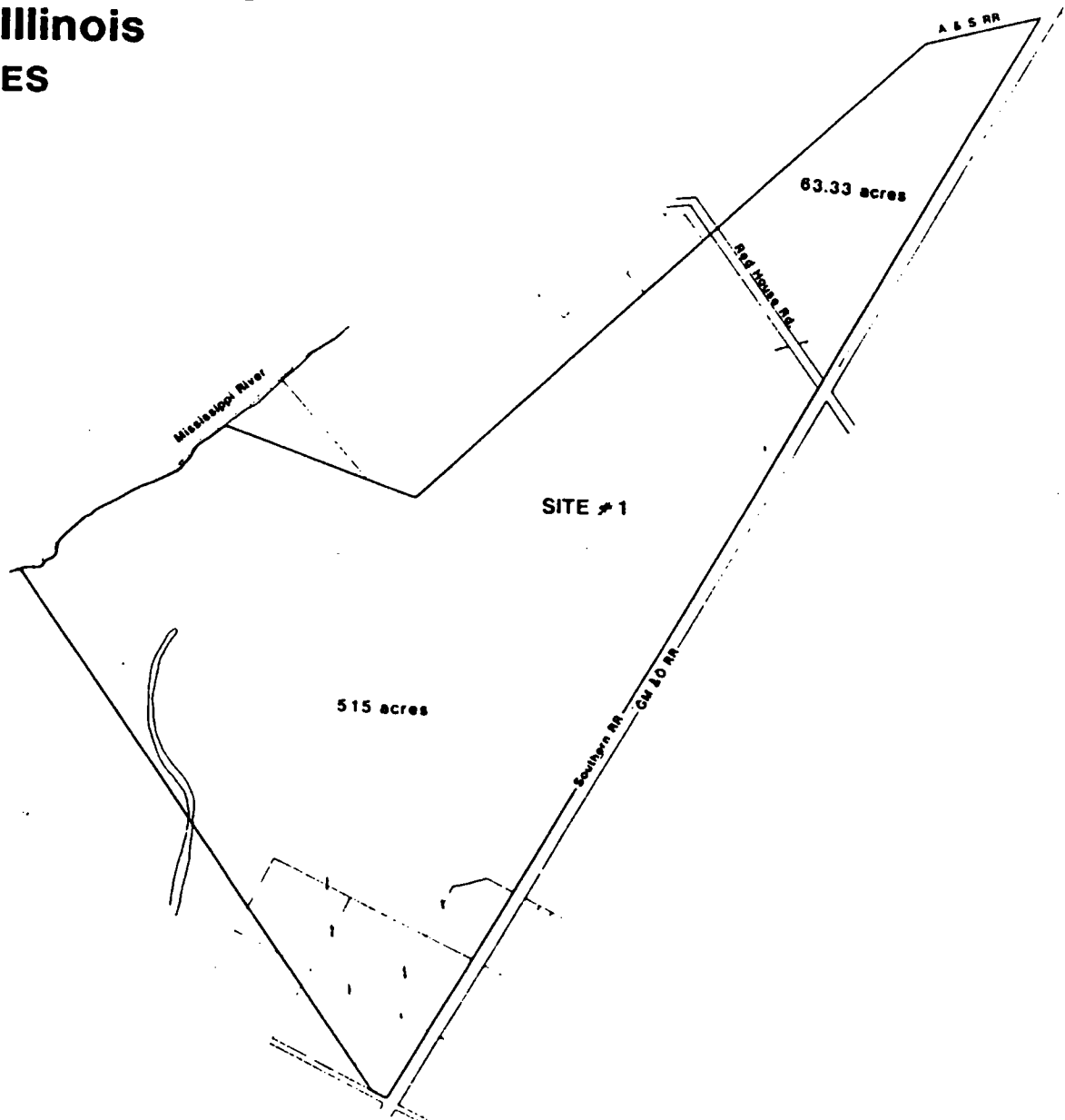


PARCEL "B"

Part of Lot No. 302 of the "FOURTH SUBDIVISION" and Part of Lot No. 304 of the "SIXTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats B on page 25, described as follows:

Beginning at a point in the west right-of-way line of the Gulf-Mobile and Ohio Railroad, 100 feet wide, said point also being on the north line of a 56.7 foot wide strip of land conveyed to Monsanto Chemical Company by deed recorded in Book 995, Page 32 of the St. Clair County Records; thence leaving the west right-of-way line of said Gulf-Mobile and Ohio Railroad and along the north line of said Monsanto Chemical Company tract south 68 degrees 21 minutes 41 seconds west 993.81 feet to a point on the north line of a tract of land established in survey by Robert P. Weinell during April, 1968; thence in a northwesterly direction along the last mentioned line north 49 degrees 32 minutes 09 seconds west 1233.98 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence northwesterly north 49 degrees 32 minutes 09 seconds west 250.43 feet to a point in the Eastern Outer Harbor Line of the Mississippi River, thence along the Eastern Outer Harbor Line of the Mississippi River the following courses and distances: north 36 degrees 31 minutes 47 seconds east 24.23 feet, north 33 degrees 10 minutes 43 seconds east 472.19 feet, north 31 degrees 48 minutes 54 seconds east 472.19 feet, north 29 degrees 46 minutes 17 seconds east 470.03 feet, north 28 degrees 34 minutes 43 seconds east 139.27 feet; thence leaving the Eastern Outer Harbor Line of the Mississippi River south 68 degrees 20 minutes 30 seconds east 1873.17 feet to a point in the west right-of-way line of the Gulf Mobile and Ohio Railroad, 100 feet wide; thence along the west right-of-way line of said Gulf Mobile and Ohio Railroad south 22 degrees 09 minutes 00 seconds west 1351.53 ft. to the point of beginning, containing 80.918 acres.

SITE 1
Notre Dame Fleeting
Cahokia, Illinois
578.33 ACRES



PARCEL I

Part of Lot No. 302 of the "FOURTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "B" on page 10, more particularly described as follows, to-wit:

Beginning at a point, said point being the intersection of the South line of Red House Road, 80 feet wide, as recorded in Book 767 on Page 548 of the St. Clair County Records with the West right-of-way line of the Gulf-Mobile and Ohio Railroad, 100 feet wide; thence along the West right-of-way line of the Gulf-Mobile and Ohio Railroad, South 22 degrees 09 minutes West 6754.92 feet to a point in the centerline of a 40 foot wide road dividing Lots 110 and 111 of "SECOND SUBDIVISION OF COMMONS OF CAHOKIA"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on page 11 and 12; thence along the centerline of said 40 foot wide road, North 70 degrees 16 minutes West 387.63 feet to a point, said point being the Northern prolongation of the East line of Lot 112 of said "Second Subdivision of Commons of Cahokia"; thence along said prolongation and along the East line of Lot 112 and the Southwesterly prolongation of said Lot 112, South 19 degrees 44 minutes West 521.36 feet

nmf

BOOK 2344 PAGE 197

to a point on the South line of U.S. Survey 759; thence along the South line of U.S. Survey 759; North 41 degrees 51 minutes West 1020.00 feet to a point; thence leaving the South line of said U.S. Survey 759, North 60 degrees 15 minutes West 3604.45 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence Northwestwardly, North 57 degrees 31 minutes 28 seconds West 250.00 feet to a point in the Eastern Outer Harbor line of the Mississippi River; thence along said Eastern Outer Harbor Line the following courses and distances: North 32 degrees 28 minutes 32 seconds East 457.43 feet, North 33 degrees 25 minutes 48 seconds East 579.37 feet, North 34 degrees 32 minutes 20 seconds East 566.82 feet, North 36 degrees 19 minutes 09 seconds East 569.84 feet, North 37 degrees 15 minutes 59 seconds East 564.78 feet North 39 degrees 09 minutes 04 seconds East 554.96 feet, North 40 degrees 44 minutes 29 seconds East 558.38 feet, and North 41 degrees 42 minutes 02 seconds East 28.20 feet to a point, said point being the Southwest corner of a tract of land conveyed to Socony Vacuum Company, Inc. by deed recorded in Book 1118 on page 340 of the St. Clair County Records; thence leaving the Eastern Outer Harbor Line of the Mississippi River, and along the South line of said Socony Vacuum Company tract, South 48 degrees 17 minutes 58 seconds East 250.00 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence continuing along the South line of the Socony Vacuum Company tract, and also a part of the South line of a tract of land conveyed to Alton and Southern Railroad by deed recorded in Book 1118 on page 337 of the St. Clair County Records, South 77 degrees 49 minutes 34 seconds East 1696.19 feet to the Southeast corner of said Alton and Southern Railroad tract; thence along the East line of said Alton and Southern Railroad tract and along the East line of a tract of land conveyed to Alton and Southern Railway by deed recorded in Book 433 on page 612 (Parcel 2) of the St. Clair County Records, North 38 degrees 55 minutes 26 seconds East 3131.43 feet to a point on the South line of Red House Road, as aforementioned; thence along the South line of Red House Road, South 42 degrees 14 minutes 45 seconds East 1483.19 feet to the point of beginning.

PARCEL II

Part of Lot No. 302 of the "FOURTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "B" on page 10, more particularly described as follows, to-wit:

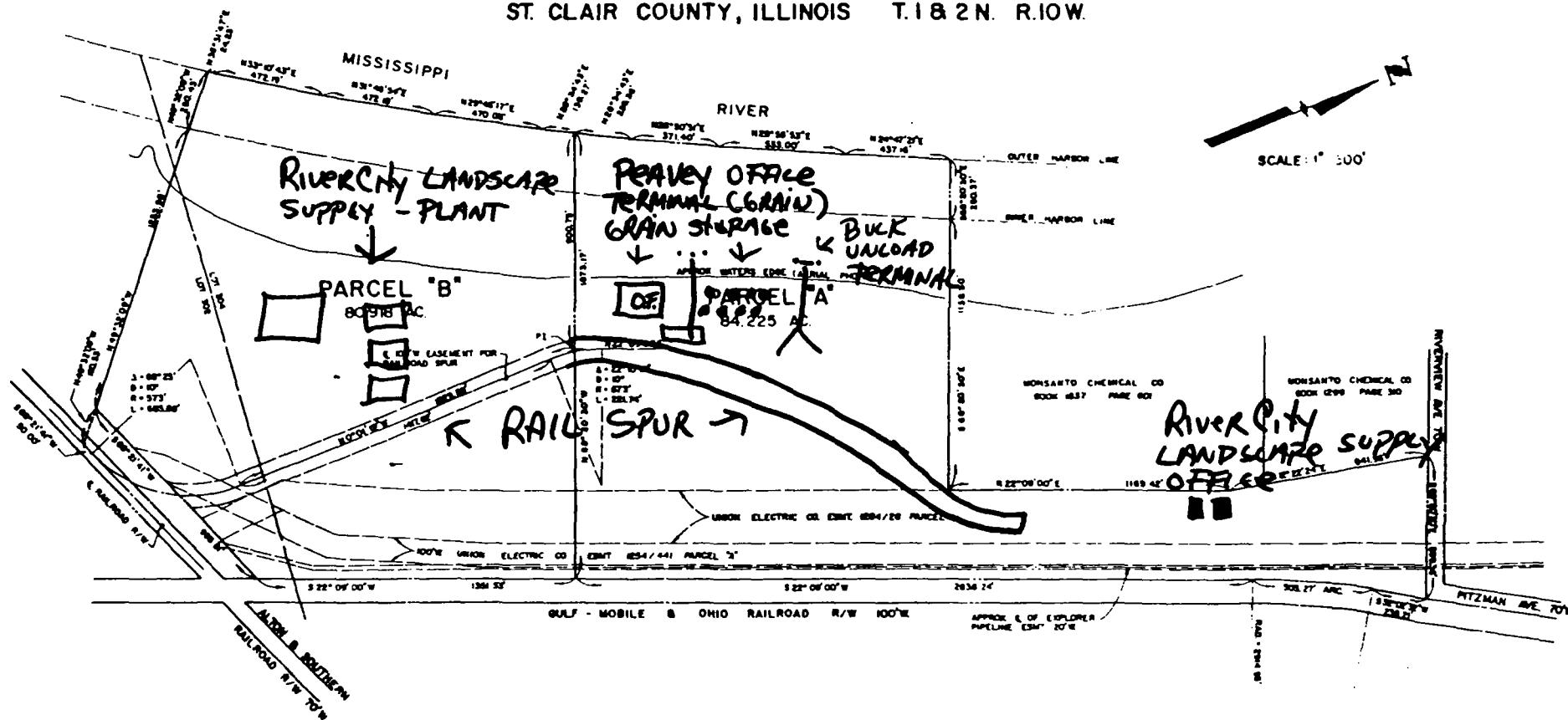
Beginning at a point, said point being the intersection of the North line of Red House Road, 80 feet wide, with

BOOK 2344 PAGE 198

the West right-of-way line of the Gulf-Mobile and Ohio Railroad, 100 feet wide; thence leaving the West right-of-way line of the said Gulf-Mobile and Ohio Railroad, and along the North line of Red House Road, North 42 degrees 14 minutes 45 seconds West 1457.28 feet to a point on the East line of a tract of land conveyed to Alton and Southern Railway by deed recorded in Book 433 on page 612 (Parcel 2) of the St. Clair County Records; thence along the East line of said Alton and Southern railway tract, North 38 degrees 55 minutes 26 seconds East 2264.85 feet to a point; thence continuing along the Southeast line of said Alton and Southern Railway tract, North 68 degrees 21 minutes 41 seconds East 915.02 feet to a point on the aforementioned West right-of-way line of the Gulf-Mobile and Ohio Railroad; thence along said West right-of-way line, South 22 degrees 09 minutes West 3431.44 feet to the point of beginning.

EXHIBIT M

EASEMENT FOR RAILROAD SPUR - PARCEL "B"
 PART OF LOT 302 OF THE FOURTH SUBDIVISION
 & PART OF LOT 304 OF THE SIXTH SUBDIVISION
 OF CAHOKIA VILLAGE COMMON
 ST. CLAIR COUNTY, ILLINOIS T.18 2 N. R.10 W.



SITE 1
Notre Dame Fleeting
Cahokia, Illinois
578.33 ACRES

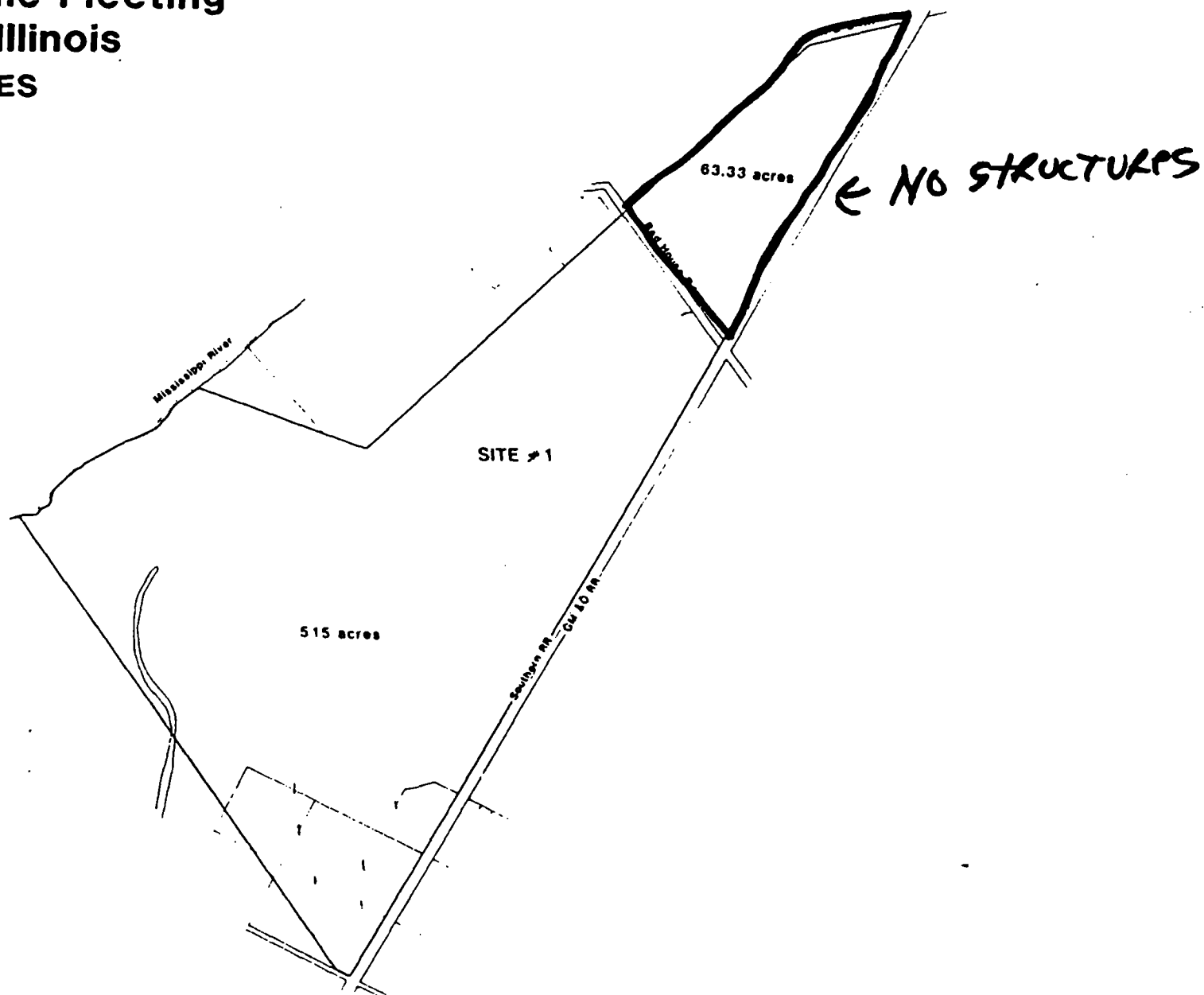


EXHIBIT N

THE PILLSBURY COMPANY

EXECUTIVE OFFICES
608 SECOND AVENUE SOUTH
MINNEAPOLIS, MINNESOTA 55402

JOHN H. ALLEN
BETSY I. CARTER
MICHAEL D. ELLWEIN
FRANKLIN C. JESSE, JR.
ROBERT J. LEWIS
DAVID R. LINSTRAND
RONALD E. LUND
MART MATTHEWS
DWIGHT H. OGLESBY
THOMAS R. REMICK
MAHLON C. SCHNEIDER
EDWARD C. STRINGER
RICHARD J. WEGENER

LAW DEPARTMENT
612/330-6229

TELEX 576-3100

June 30, 1980

Riverport Terminal & Fleeting Company
112 North Fourth Street
Suite 1754
St. Louis, Missouri 63102

Monsanto Company
800 North Lindbergh Boulevard
St. Louis, Missouri 63166

Gentlemen:

The Pillsbury Company is the lessee of approximately 84 acres of land along the Mississippi River at Sauget, Illinois, under a lease agreement with Riverport Terminal & Fleeting Company dated July 31, 1979. This property was leased by Pillsbury for the purpose of utilizing it as a bulk materials handling and storage facility including the loading and unloading of bulk materials to and from rail cars, trucks and barges. In connection with such use, it is necessary to install a certain amount of rail trackage for placing rail cars at the site.

During the week of May 26, 1980, while a contractor employed by Pillsbury was in the process of grading a strip of land for the purpose of laying railroad track adjacent to property owned by Monsanto at the north end of the site, the bulldozer came in contact with and ruptured a barrel containing a chemical substance. The Monsanto Company was notified and sent representatives to the site who advised the bulldozer operator to shower and change clothes. Monsanto made an investigation of the area and, in a memo dated May 30, 1980, Mr. C.F. Buckley of that company stated that there "is a significant amount of chemical waste mixed in with other trash and debris. Some of the materials are either corrosive or toxic or both. Some are capable of causing systemic poisoning by skin absorption."

Riverport Terminal & Fleeting Company

Monsanto Company

Page 2

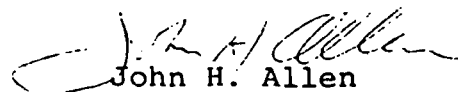
June 30, 1980

In view of the foregoing, all work on the track construction has been stopped and no action has been taken to remove coke piled under adjacent electric transmission wires under an obligation by Pillsbury to Union Electric Company. It seems clear that Pillsbury is being deprived of the use of a portion of its leasehold contrary to its lease agreement and that the presence of hazardous chemical waste deposited by Monsanto has caused such deprivation.

The purpose of this letter, therefore, is to demand that action be taken by the addressees to correct the situation and cause the property to be safe for its intended use by Pillsbury. Otherwise, it may be necessary to involve federal or state environmental agencies in order to get the matter resolved.

We would appreciate your early reply.

Very truly yours,


John H. Allen

JHA/J

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

EXHIBIT O

FROM
(NAME-LOCATION-PHONE) C.F. Buckley / WGK

DATE : May 30, 1980 cc: M. Dimmitt - The Pillsbury Co.

SUBJECT : EXCAVATION WORK ON PILLSBURY
RAILWAY - SPUR EASEMENT

REFERENCE :

TO : D.T. Mayer

The area concerned was once used as a landfill for municipal solid waste. Although chemical waste was not intentionally deposited in that site, it is evident that there is a significant amount of chemical waste mixed in with other trash and debris. Some of the materials are either corrosive or toxic or both. Some are capable of causing systemic poisoning by skin absorption. The hazards to personnel are:

1. Material uncovered by bulldozing may be splashed, sprayed or projected around by the crushing effect of the bulldozer, especially if contained in a drum or other container which could be burst when crushed.
2. Personnel walking over freshly excavated areas may inadvertently step into exposed material. This is especially dangerous even if no burning sensation is noticed. Some materials can saturate and permeate through leather footwear to create the condition needed for rapid skin absorption.
3. Personnel observed some haze or smoke arising from uncovered material. Thus, the possibility exists that material is present which will react with air and ignite.

My recommendations are:

1. Keep a sharp look-out when bulldozing for drums or pockets of material which could cause material to be splashed or projected around by the force of the bulldozer.
2. If smoke is observed coming from uncovered material, cover it up again as quickly as possible with dry earth or cinders.
3. Personnel working in the area should wear protective clothing and follow good personal hygiene practices as follow:
 - a. Wear coveralls or washable clothing to keep the amount of exposed skin to a minimum, i.e. long sleeves and neck buttoned.
 - b. Protect eyes with goggles (minimum glasses and side shields).
 - c. Wear rubber boots (minimum overshoes).

4. Do not handle any suspect material with bare hands. Rubber gloves provide the best protection. Do not continue to wear cloth or leather gloves or shoes which become contaminated with suspect material. Anything other than fresh clay or cinders should be considered suspect.
5. In the event that anyone is sprayed with material, he should shower and change clothes immediately. A sample of the material should be obtained if possible. (Alternately the location of the material should be noted so that it can be sampled). Expert advice should be sought so that the need for further decontamination or treatment can be determined.
6. If strong or irritant odors are encountered, expert advice should also be sought to determine the need for respiratory protection.

C.F. Buckley

CW

MISSISSIPPI River.

Office

St. ...

distance

MONSANTO Co.

Fence

Gonding Spur

XXX

Rail Road Spur

U.E. EASEMENT

U.E. POWER LINES

Cinder Road

Cinder Road

Chemical MATERIAL

ngs ...

EXHIBIT P

Verbal Analytical Results03097ETLEP TOX - B₂ 27.8 ppm ALL OTHERS - ND

PCB - 392 ppm

[1242 + 1260 Types]

VOA:

| | |
|---------------------------|------------|
| Chloroform | 69,000 ppb |
| MEK | 30,200 ppb |
| Toluene | 5500 ppb |
| Chlorobenzene | 15,700 ppb |
| p-Xylene | 2,700 ppb |
| m-Xylene | 6300 ppb |
| TIC - 1,2-Dichlorobenzene | 12,000 ppb |

Semi-VOA (BNA) - Interference problems
 reported by laboratory technician.

Verbal Analytical Results

0909PIT1

E.P. TOX - ND

PCB - ND

VOAs

| | |
|------------|---------------|
| Chloroform | 1630 ppb |
| M.E.K | 27,030 ppb |
| Toluene | 239,500 ppb |
| E-benzene | 1,206,000 ppb |
| Xylene | 9,118,400 ppb |

TIC - 1-3 Di-

Methylbenzene - 13,000 ppb

S₁-VOAs (ENAs) - Interference problem
expected by to narrow detection

LAW OFFICES
FRANK L. PELLEGRINI
A PROFESSIONAL CORPORATION
SUITE 400
CHOUTEAU CENTER
133 SOUTH ELEVENTH STREET
ST. LOUIS, MISSOURI 63102

FRANK L. PELLEGRINI

TELEPHONE (314) 241-7445
FAX (314) 241-7449

October 26, 1989

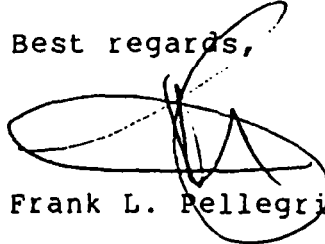
Mr. Richard D. Burke
Executive Vice President
Suite 1725
200 North Broadway
St. Louis, Missouri 63102

Dear Dick:

Please find enclosed the analytical results of drum samples taken from Pits 1 and 2 at the Peavy Bulk Terminal. You will note from the test results that the drum in Pit 2 contained PCB's in concentrations greater than 50 parts per million. Therefore, the drum has been excavated from Pit 2 and overpacked, and we are presently waiting for the generator number from the Illinois EPA for its ultimate disposal.

If you have any questions, please do not hesitate to call.

Best regards,



Frank L. Pellegrini

FLP/db

Enclosure

Environmental Engineering and Waste Management

RIEDEL INDUSTRIAL WASTE MANAGEMENT, INC.

A Subsidiary of Riedel Environmental Technologies, Inc.



"Imagineering A Cleaner World"

TRANSMITTAL COVER SHEET

TO: Frank Pellegrini

FROM: Robert J. Schreiber/4K
Lafser & Schreiber, Inc.

DATE: 10-11-89

MESSAGE: Please find attached the analytical results of drum samples
taken from Pit #1 and #2 at Peavy Bulk Terminal, Sauget, Illinois. The
drum from Pit #2 has been excavated and overpacked. The overpack drum
is presently being stored near the pit awaiting disposal.

Please advise when the Illinois generator's number is received
from the IEPA to proceed with the waste approval process. Should you have
any questions, please feel free to call.

IF YOU HAVE ANY QUESTIONS REGARDING THIS TRANSMITTAL,
PLEASE CALL (314) 361-3838

OCT 12 1989
RECEIVED

Riedel Industrial Waste Management
22 North Euclid
St. Louis, MO 63108
(314) 361-3838
FAX (314) 361-4545

Lafser & Schreiber, Inc.
22 North Euclid
St. Louis, MO 63108
(314) 361-3838
FAX (314) 361-4545

Solvent Recovery Corp.
801 Mulberry
Kansas City, MO 64101
(816) 474-1391
FAX (816) 474-1275

Resource Recovery, Inc.
P.O. Box 902
Hannibal, MO 63401
(314) 248-0730

24-hour Hotline: 1-800-334-0004

INDUSTRIAL WASTE MANAGEMENT
22 NORTH EUCLID
ST. LOUIS, MO 63108

ATTN: GLEN KUROWSKI
PROJECT #PEV001
INVOICE #6004

ENVIRONMETRICS
2345 Millpark Drive
Maryland Heights
St. Louis County, MO 63043
(314) 427-0550

SEMI-VOLATILE ORGANIC ANALYSIS


METHOD SW-846 8270

SAMPLE ID: 0909PIT2A, 0909PIT2B, PIT #2 DRUM SAMPLE

| <u>CAS NUMBER</u> | | <u>DETECTION LIMIT</u> | <u>RESULTS</u> |
|-------------------|-----------------------------|----------------------------|----------------|
| 108-95-2 | Phenol | 500 ppm | ND ppm |
| 111-44-4 | bis(2-chloroethyl)Ether | 500 | ND |
| 95-57-8 | 2-Chlorophenol | 500 | ND |
| 541-73-1 | 1,3-Dichlorobenzene | 500 | ND |
| 106-46-7 | 1,4-Dichlorobenzene | 500 | ND |
| 100-51-6 | Benzyl Alcohol | 500 | ND |
| 95-50-1 | 1,2-Dichlorobenzene | 500 | ND |
| 95-48-7 | 2-Methylphenol | 500 | ND |
| 39638-32-9 | bis(2-chloroisopropyl)Ether | 500 | ND |
| 106-44-5 | 4-Methylphenol | 500 | ND |
| 621-64-7 | N-Nitroso-Di-n-Propylamine | 500 | ND |
| 98-95-3 | Nitrobenzene | 500 | ND |
| 78-59-1 | Isophorone | 500 | ND |
| 88-75-5 | 2-Nitrophenol | 500 | ND |
| 105-67-9 | 2,4-Dimethylphenol | 500 | ND |
| 65-85-0 | Benzoic Acid | 500 | ND |
| 111-91-1 | bis(2-Chloroethoxy)methane | 500 | ND |
| 120-83-2 | 2,4-Dichlorophenol | 500 | ND |
| 120-82-1 | 1,2,4-Trichlorobenzene | 500 | ND |
| 91-20-3 | Naphthalene | 500 | ND |
| 106-47-8 | 4-Chloroaniline | 500 | ND |
| 87-68-3 | Hexachlorobutadiene | 500 | ND |
| 59-50-7 | 4-Chloro-3-Methylphenol | 500 | ND |
| 91-57-6 | 2-Methylnaphthalene | 500 | ND |
| 77-47-4 | Hexachlorocyclopentadiene | 500 | ND |
| 88-06-2 | 2,4,6-Trichlorophenol | 500 | ND |
| 95-95-4 | 2,4,5-Trichlorophenol | 500 | ND |

ND = NONE DETECTED

SEPTEMBER 14, 1989


WAYNE L. COOPER
LABORATORY DIRECTOR

INDUSTRIAL WASTE MANAGEMENT
22 NORTH EUCLID
ST. LOUIS, MO 63108

ATTN: GLEN KUROWSKI
PROJECT #PEV001
INVOICE #6004

ENVIRONMETRICS

2345 Millpark Drive
Maryland Heights
St. Louis County, MO 63043
(314) 427-0550

SEMI-VOLATILE ORGANIC ANALYSIS

METHOD SW-846 8270

SAMPLE ID: 0909PIT1A, 0909PIT1B, PIT #1 DRUM SAMPLE

| <u>CAS NUMBER</u> | | <u>DETECTION LIMIT</u> | <u>RESULTS</u> |
|-------------------|-----------------------------|----------------------------|----------------|
| 91-20-3 | Naphthalene | 5000 ppm | ND ppm |
| 106-47-8 | 4-Chloroaniline | 5000 | ND |
| 87-68-3 | Hexachlorobutadiene | 5000 | ND |
| 59-50-7 | 4-Chloro-3-Methylphenol | 5000 | ND |
| 91-57-6 | 2-Methylnaphthalene | 5000 | ND |
| 77-47-4 | Hexachlorocyclopentadiene | 5000 | ND |
| 88-06-2 | 2,4,6-Trichlorophenol | 5000 | ND |
| 95-95-4 | 2,4,5-Trichlorophenol | 5000 | ND |
| 91-58-7 | 2-Chloronaphthalene | 5000 | ND |
| 88-74-4 | 2-Nitroaniline | 5000 | ND |
| 131-11-3 | Dimethyl Phthalate | 5000 | ND |
| 208-96-8 | Acenaphthylene | 5000 | ND |
| 99-09-2 | 3-Nitroaniline | 5000 | ND |
| 83-32-9 | Acenaphthene | 5000 | ND |
| 51-28-5 | 2,4-Dinitrophenol | 5000 | ND |
| 100-02-7 | 4-Nitrophenol | 5000 | ND |
| 132-64-9 | Dibenzofuran | 5000 | ND |
| 121-14-2 | 2,4-Dinitrotoluene | 5000 | ND |
| 606-20-2 | 2,6-Dinitrotoluene | 5000 | ND |
| 84-66-2 | Diethylphthalate | 5000 | ND |
| 7005-72-3 | 4-Chlorophenol phenyl ether | 5000 | ND |
| 86-73-7 | Fluorene | 5000 | ND |
| 100-01-6 | 4-Nitroaniline | 5000 | ND |
| 534-52-1 | 4,6-Dinitro-2-Methylphenol | 5000 | ND |
| 86-30-6 | N-Nitrosodiphenylamine | 5000 | ND |
| 101-55-3 | 4-Bromophenyl phenyl ether | 5000 | ND |
| 118-74-1 | Hexachlorobenzene | 5000 | ND |
| 87-86-5 | Pentachlorophenol | 5000 | ND |

ND = NONE DETECTED

SEPTEMBER 14, 1989



WAYNE L. COOPER
LABORATORY DIRECTOR

INDUSTRIAL WASTE MANAGEMENT
22 NORTH EUCLID
ST. LOUIS, MO 63108

ATTN: GLEN KUROWSKI
PROJECT #PEV001
INVOICE #6004

ENVIRONMETRICS

2345 Millpark Drive
Maryland Heights
St. Louis County, MO 63043
(314) 427-0550

SEMI-VOLATILE ORGANIC ANALYSIS

METHOD SW-846 8270

SAMPLE ID: 0909PIT1A, 0909PIT1B, PIT #1 DRUM SAMPLE

| <u>CAS NUMBER</u> | | <u>DETECTION LIMIT</u> | <u>RESULTS</u> |
|-------------------|-----------------------------|----------------------------|----------------|
| 108-95-2 | Phenol | 5000 ppm | ND |
| 111-44-4 | bis(2-chloroethyl)Ether | 5000 | ND |
| 95-57-8 | 2-Chlorophenol | 5000 | ND |
| 541-73-1 | 1,3-Dichlorobenzene | 5000 | ND |
| 106-46-7 | 1,4-Dichlorobenzene | 5000 | ND |
| 100-51-6 | Benzyl Alcohol | 5000 | ND |
| 95-50-1 | 1,2-Dichlorobenzene | 5000 | ND |
| 95-48-7 | 2-Methylphenol | 5000 | ND |
| 39638-32-9 | bis(2-chloroisopropyl)Ether | 5000 | ND |
| 106-44-5 | 4-Methylphenol | 5000 | ND |
| 621-64-7 | N-Nitroso-Di-n-Propylamine | 5000 | ND |
| 98-95-3 | Nitrobenzene | 5000 | ND |
| 78-59-1 | Isophorone | 5000 | ND |
| 88-75-5 | 2-Nitrophenol | 5000 | ND |
| 105-67-9 | 2,4-Dimethylphenol | 5000 | ND |
| 65-85-0 | Benzoic Acid | 5000 | ND |
| 111-91-1 | bis(2-Chloroethoxy)methane | 5000 | ND |
| 120-83-2 | 2,4-Dichlorophenol | 5000 | ND |
| 120-82-1 | 1,2,4-Trichlorobenzene | 5000 | ND |
| 91-20-3 | Naphthalene | 5000 | ND |
| 106-47-8 | 4-Chloroaniline | 5000 | ND |
| 87-68-3 | Hexachlorobutadiene | 5000 | ND |
| 59-50-7 | 4-Chloro-3-Methylphenol | 5000 | ND |
| 91-57-6 | 2-Methylnaphthalene | 5000 | ND |
| 77-47-4 | Hexachlorocyclopentadiene | 5000 | ND |
| 88-06-2 | 2,4,6-Trichlorophenol | 5000 | ND |
| 95-95-4 | 2,4,5-Trichlorophenol | 5000 | ND |

ND = NONE DETECTED

SEPTEMBER 14, 1989


WAYNE L. COOPER
LABORATORY DIRECTOR

INDUSTRIAL WASTE MANAGEMENT
22 NORTH EUCLID
ST. LOUIS, MO 63108

ATTN: GLEN KUROWSKI
PROJECT #PEV001
INVOICE #6004

ENVIRONMETRICS

2345 Millpark Drive
Maryland Heights
St. Louis County, MO 63043
(314) 427-0550

SEMI-VOLATILE ORGANIC ANALYSIS


METHOD SW-846 8270

SAMPLE ID: 0909PIT1A, 0909PIT1B, PIT #1 DRUM SAMPLE

| <u>CAS NUMBER</u> | | <u>DETECTION LIMIT</u> | <u>RESULTS</u> |
|-------------------|----------------------------|----------------------------|----------------|
| 85-01-8 | Phenanthrene | 500 ppm | ND ppm |
| 120-12-7 | Anthracene | 500 | ND |
| 84-74-2 | Di-n-Butylphthalate | 500 | ND |
| 206-44-0 | Fluoranthene | 500 | ND |
| 129-00-0 | Pyrene | 500 | ND |
| 85-68-7 | Butyl benzyl phthalate | 500 | ND |
| 91-94-1 | 3,3'-Dichlorobenzidine | 500 | ND |
| 56-55-3 | Benzo(a)anthracene | 500 | ND |
| 117-81-7 | bis(2-Ethylhexyl)phthalate | 500 | ND |
| 218-01-9 | Chrysene | 500 | ND |
| 117-84-0 | Di-n-octylphthalate | 500 | ND |
| 205-99-2 | Benzo(b)fluoranthene | 500 | ND |
| 207-08-9 | Benzo(k)fluoranthene | 500 | ND |
| 50-32-8 | Benzo(a)pyrene | 500 | ND |
| 193-39-5 | Indeno(1,2,3-cd)pyrene | 500 | ND |
| 53-70-3 | Dibenzo(a,h)anthracene | 500 | ND |
| 191-24-2 | Benzo(g,h,i)perylene | 500 | ND |

ND = NONE DETECTED

SEPTEMBER 14, 1989


WAYNE L. COOPER
LABORATORY DIRECTOR

INDUSTRIAL WASTE MANAGEMENT
22 NORTH EUCLID
ST. LOUIS, MO 63108

ATTN: GLEN KUROWSKI
PROJECT #PEV001
INVOICE #6004

ENVIRONMETRICS

2345 Millpark Drive
Maryland Heights
St. Louis County, MO 63043
(314) 427-0550

SEMI-VOLATILE ORGANIC ANALYSIS


METHOD SW-846 8270

SAMPLE ID: 0909PIT1A, 0909PIT1B, PIT #1 DRUM SAMPLE

| <u>CAS NUMBER</u> | | <u>DETECTION LIMIT</u> | <u>RESULTS</u> |
|-------------------|-----------------------------|----------------------------|----------------|
| 91-20-3 | Naphthalene | 500 ppm | ND ppm |
| 106-47-8 | 4-Chloroaniline | 500 | ND |
| 87-68-3 | Hexachlorobutadiene | 500 | ND |
| 59-50-7 | 4-Chloro-3-Methylphenol | 500 | ND |
| 91-57-6 | 2-Methylnaphthalene | 500 | ND |
| 77-47-4 | Hexachlorocyclopentadiene | 500 | ND |
| 88-06-2 | 2,4,6-Trichlorophenol | 500 | ND |
| 95-95-4 | 2,4,5-Trichlorophenol | 500 | ND |
| 91-58-7 | 2-Chloronaphthalene | 500 | ND |
| 88-74-4 | 2-Nitroaniline | 500 | ND |
| 131-11-3 | Dimethyl Phthalate | 500 | ND |
| 208-96-8 | Acenaphthylene | 500 | ND |
| 99-09-2 | 3-Nitroaniline | 500 | ND |
| 83-32-9 | Acenaphthene | 500 | ND |
| 51-28-5 | 2,4-Dinitrophenol | 500 | ND |
| 100-02-7 | 4-Nitrophenol | 500 | ND |
| 132-64-9 | Dibenzofuran | 500 | ND |
| 121-14-2 | 2,4-Dinitrotoluene | 500 | ND |
| 606-20-2 | 2,6-Dinitrotoluene | 500 | ND |
| 84-66-2 | Diethylphthalate | 500 | ND |
| 7005-72-3 | 4-Chlorophenol phenyl ether | 500 | ND |
| 86-73-7 | Fluorene | 500 | ND |
| 100-01-6 | 4-Nitroaniline | 500 | ND |
| 534-52-1 | 4,6-Dinitro-2-Methylphenol | 500 | ND |
| 86-30-6 | N-Nitrosodiphenylamine | 500 | ND |
| 101-55-3 | 4-Bromophenyl phenyl ether | 500 | ND |
| 118-74-1 | Hexachlorobenzene | 500 | ND |
| 87-86-5 | Pentachlorophenol | 500 | ND |

ND = NONE DETECTED

SEPTEMBER 14, 1989


WAYNE L. COOPER
LABORATORY DIRECTOR

INDUSTRIAL WASTE MANAGEMENT
22 NORTH EUCLID
ST. LOUIS, MO 63108

ATTN: GLEN KUROWSKI
PROJECT #PEV001
INVOICE #6004

ENVIRONMETRICS

2345 Millpark Drive
Maryland Heights
St. Louis County, MO 63043
(314) 427-0550

SEMI-VOLATILE ORGANIC ANALYSIS


METHOD SW-846 8270

SAMPLE ID: 0909PIT1A, 0909PIT1B, PIT #1 DRUM SAMPLE

| <u>CAS NUMBER</u> | | <u>DETECTION LIMIT</u> | <u>RESULTS</u> |
|-------------------|----------------------------|----------------------------|----------------|
| 85-01-8 | Phenanthrene | 5000 ppm | ND ppm |
| 120-12-7 | Anthracene | 5000 | ND |
| 84-74-2 | Di-n-Butylphthalate | 5000 | ND |
| 206-44-0 | Fluoranthene | 5000 | ND |
| 129-00-0 | Pyrene | 5000 | ND |
| 85-68-7 | Butyl benzyl phthalate | 5000 | ND |
| 91-94-1 | 3,3'-Dichlorobenzidine | 5000 | ND |
| 56-55-3 | Benzo(a)anthracene | 5000 | ND |
| 117-81-7 | bis(2-Ethylhexyl)phthalate | 5000 | ND |
| 218-01-9 | Chrysene | 5000 | ND |
| 117-84-0 | Di-n-octylphthalate | 5000 | ND |
| 205-99-2 | Benzo(b)fluoranthene | 5000 | ND |
| 207-08-9 | Benzo(k)fluoranthene | 5000 | ND |
| 50-32-8 | Benzo(a)pyrene | 5000 | ND |
| 193-39-5 | Indeno(1,2,3-cd)pyrene | 5000 | ND |
| 53-70-3 | Dibenzo(a,h)anthracene | 5000 | ND |
| 191-24-2 | Benzo(g,h,i)perylene | 5000 | ND |

ND = NONE DETECTED

SEPTEMBER 14, 1989


WAYNE L. COOPER
LABORATORY DIRECTOR

INDUSTRIAL WASTE MANAGEMENT
22 NORTH EUCLID
ST. LOUIS, MO 63108

ATTN: GLEN KUROWSKI
PROJECT #PEV001
INVOICE #6004

ENVIRONMETRICS

2345 Millpark Drive
Maryland Heights
St. Louis County, MO 63043
(314) 427-0550

VOLATILE ORGANIC ANALYSIS METHOD SW-846 8240

SAMPLE ID: 0909PIT1A, 0909PIT1B, PIT #1 DRUM SAMPLE

| <u>CAS NUMBER</u> | | <u>DETECTION LIMIT</u> | <u>RESULTS</u> |
|-------------------|----------------------------|----------------------------|----------------|
| 74-87-3 | Chloromethane | 1000 ppb | ND |
| 74-83-9 | Bromomethane | 1000 | ND |
| 75-01-4 | Vinyl Chloride | 1000 | ND |
| 75-00-3 | Chloroethane | 1000 | ND |
| 75-09-2 | Methylene Chloride | 1005 | ND |
| 75-15-0 | Carbon Disulfide | 500 | ND |
| 75-35-4 | 1,1-Dichloroethene | 500 | ND |
| 75-34-3 | 1,1-Dichloroethane | 500 | ND |
| | 1,2-Dichloroethene (Total) | 500 | ND |
| 67-66-3 | Chloroform | 500 | 1,630 |
| 107-06-2 | 1,2-Dichloroethane | 500 | ND |
| 78-93-3 | 2-Butanone | 1000 | 27,090 |
| 71-55-6 | 1,1,1-Trichloroethane | 500 | ND |
| 56-23-5 | Carbon Tetrachloride | 500 | ND |
| 108-05-4 | Vinyl Acetate | 1000 | ND |
| 75-27-4 | Bromodichloromethane | 500 | ND |
| 78-87-5 | 1,2-Dichloropropane | 500 | ND |
| 10061-01-5 | cis-1,3-Dichloropropene | 500 | ND |
| 79-01-6 | Trichloroethene | 500 | ND |
| 124-48-1 | Dibromochloromethane | 500 | ND |
| 79-00-5 | 1,1,2-Trichloroethane | 500 | ND |
| 71-43-2 | Benzene | 500 | ND |
| 10061-02-6 | trans-1,3-Dichloropropene | 500 | ND |
| 75-25-2 | Bromoform | 500 | ND |
| 108-10-1 | 4-Methyl-2-Pentanone | 1000 | ND |
| 591-78-6 | 2-Hexanone | 1000 | ND |
| 127-18-4 | Tetrachloroethene | 500 | ND |
| 79-34-5 | 1,1,2,2-Tetrachloroethane | 500 | ND |
| 108-88-3 | Toluene | 500 | 239,500 |
| 108-90-7 | Chlorobenzene | 500 | ND |
| 100-41-4 | Ethylbenzene | 500 | 1,806,000 |
| 100-42-5 | Styrene | 500 | ND |
| | Xylene (Total) | 500 | 4,118,400 |

ND = NOT DETECTED

SEPTEMBER 11, 1989


WAYNE L. COOPER
LABORATORY DIRECTOR

INDUSTRIAL WASTE MANAGEMENT
22 NORTH EUCLID
ST. LOUIS, MO 63108

ATTN: GLEN KUROWSKI
PROJECT #PEV001
INVOICE #6004

ENVIRONMETRICS

2345 Millpark Drive
Maryland Heights
St. Louis County, MO 63043
(314) 427-0550


VOLATILE ORGANIC ANALYSIS METHOD SW-846 8240

SAMPLE ID: 0909PIT2A, 0909PIT2B, PIT #2 DRUM SAMPLE

| <u>CAS NUMBER</u> | | <u>DETECTION LIMIT</u> | <u>RESULTS</u> |
|-------------------|----------------------------|----------------------------|----------------|
| 74-87-3 | Chloromethane | 1000 ppb | ND |
| 74-83-9 | Bromomethane | 1000 | ND |
| 75-01-4 | Vinyl Chloride | 1000 | ND |
| 75-00-3 | Chloroethane | 1000 | ND |
| 75-09-2 | Methylene Chloride | 1005 | ND |
| 75-15-0 | Carbon Disulfide | 500 | ND |
| 75-35-4 | 1,1-Dichloroethene | 500 | ND |
| 75-34-3 | 1,1-Dichloroethane | 500 | ND |
| | 1,2-Dichloroethene (Total) | 500 | ND |
| 67-66-3 | Chloroform | 500 | 69,000 |
| 107-06-2 | 1,2-Dichloroethane | 500 | ND |
| 78-93-3 | 2-Butanone | 1000 | 30,200 |
| 71-55-6 | 1,1,1-Trichloroethane | 500 | ND |
| 56-23-5 | Carbon Tetrachloride | 500 | ND |
| 108-05-4 | Vinyl Acetate | 1000 | ND |
| 75-27-4 | Bromodichloromethane | 500 | ND |
| 78-87-5 | 1,2-Dichloropropane | 500 | ND |
| 10061-01-5 | cis-1,3-Dichloropropene | 500 | ND |
| 79-01-6 | Trichloroethene | 500 | ND |
| 124-48-1 | Dibromochloromethane | 500 | ND |
| 79-00-5 | 1,1,2-Trichloroethane | 500 | ND |
| 71-43-2 | Benzene | 500 | ND |
| 10061-02-6 | trans-1,3-Dichloropropene | 500 | ND |
| 75-25-2 | Bromoform | 500 | ND |
| 108-10-1 | 4-Methyl-2-Pentanone | 1000 | ND |
| 591-78-6 | 2-Hexanone | 1000 | ND |
| 127-18-4 | Tetrachloroethene | 500 | ND |
| 79-34-5 | 1,1,2,2-Tetrachloroethane | 500 | ND |
| 108-88-3 | Toluene | 500 | 5,500 |
| 108-90-7 | Chlorobenzene | 500 | 15,700 |
| 100-41-4 | Ethylbenzene | 500 | 2,780 |
| 100-42-5 | Styrene | 500 | ND |
| | Xylene (Total) | 500 | 6,300 |

ND = NOT DETECTED

SEPTEMBER 11, 1989


WAYNE L. COOPER
LABORATORY DIRECTOR

INDUSTRIAL WASTE MANAGEMENT
22 NORTH EUCLID
ST. LOUIS, MO 63108

ATTN: GLEN KUROWSKI
PROJECT #PEV001
INVOICE #6004

ENVIRONMETRICS

2345 Millpark Drive
Maryland Heights
St. Louis County, MO 63043
(314) 427-0550

ANALYSIS RESULTS

SAMPLE ID: 0909PIT1A, 0909PIT1B, PIT #1 DRUM SAMPLE

| <u>TEST PERFORMED</u> | <u>METHOD OF ANALYSIS</u> | <u>RESULTS</u> |
|--------------------------|---------------------------|----------------|
| EP EXTRACTION | SW-846 1310 | |
| RCRA METALS ANALYSIS | SW-846 6010 | EXTRACTION |
| ARSENIC | | <0.4 ppm |
| BARIUM | | <0.5 |
| CADMIUM | | <0.5 |
| CHROMIUM | | <0.5 |
| LEAD | | <0.5 |
| MERCURY | | <0.1 |
| SELENIUM | | <0.2 |
| SILVER | | <0.5 |
| IGNITABILITY (SETAFLASH) | SW-846 1020 | -- |
| CORROSIVITY (pH) | SW-846 9040 | -- |
| CYANIDE | S.M. 412B, 412C | -- |
| SULFIDES | S.M. 427C | -- |
| PHENOLS | S.M. 510A, 510B | -- |
| PCB CONTAMINATION | | <20 ppm |

*S.M.=STANDARD METHODS, 16TH EDITION

SEPTEMBER 14, 1989



WAYNE L. COOPER
LABORATORY DIRECTOR

INDUSTRIAL WASTE MANAGEMENT
22 NORTH EUCLID
ST. LOUIS, MO 63108

ATTN: GLEN KUROWSKI
PROJECT #PEV001
INVOICE #6004

ENVIRONMETRICS

2345 Millpark Drive
Maryland Heights
St. Louis County, MO 63043
(314) 427-0550


ANALYSIS RESULTS

SAMPLE ID: 0909PIT2A, 0909PIT2B, PIT #2 DRUM SAMPLE

| <u>TEST PERFORMED</u> | <u>METHOD OF ANALYSIS</u> | <u>RESULTS</u> |
|--------------------------|---------------------------|----------------|
| EP EXTRACTION | SW-846 1310 | |
| RCRA METALS ANALYSIS | SW-846 6010 | EXTRACTION |
| ARSENIC | | <0.4 ppm |
| BARIUM | | 27.8 |
| CADMIUM | | <0.5 |
| CHROMIUM | | <0.5 |
| LEAD | | <0.5 |
| MERCURY | | <0.1 |
| SELENIUM | | <0.2 |
| SILVER | | <0.5 |
| IGNITABILITY (SETAFLASH) | SW-846 1020 | -- |
| CORROSIVITY (pH) | SW-846 9040 | -- |
| CYANIDE | S.M. 412B, 412C | -- |
| SULFIDES | S.M. 427C | -- |
| PHENOLS | S.M. 510A, 510B | -- |
| PCB CONTAMINATION | | 342 ppm |

*S.M.=STANDARD METHODS, 16TH EDITION

SEPTEMBER 14, 1989


WAYNE L. COOPER
LABORATORY DIRECTOR

Environmental Engineering and Waste Management

RIEDEL INDUSTRIAL WASTE MANAGEMENT, INC.

A Subsidiary of Riedel Environmental Technologies, Inc.



"Imagineering A Cleaner World"

TRANSMITTAL COVER SHEET

TO: Mr. Tim Thomas

Eagle Marine Industries, Inc.

FROM: L. Glen Kurowski *llg*

Lafser & Schreiber, Inc.

DATE: 03-08-90

MESSAGE: Please sign the attached "Uniform Hazardous Waste
Manifest", Section 16 and return it back to my office. The
attached form will manifest the drum at Peavy to Chemical
Waste Management for disposal. The pickup is scheduled for
tomorrow morning.

Should you have any questions, please feel free
to call.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS TRANSMITTAL,
PLEASE CALL (314) 361-3838**

Riedel Industrial Waste Management
22 North Euclid
St. Louis, MO 63108
(314) 361-3838
FAX (314) 361-4545

Lafser & Schreiber, Inc.
22 North Euclid
St. Louis, MO 63108
(314) 361-3838
FAX (314) 361-4545

Solvent Recovery Corp.
801 Mulberry
Kansas City, MO 64101
(816) 474-1391
FAX (816) 474-1275

Resource Recovery, Inc.
P.O. Box 902
Hannibal, MO 63401
(314) 248-0730

24-hour Hotline: 1-800-334-0004

EPA ID #ILD000672121
ILL. ID #0316000058



CWM
CHEMICAL
SERVICES

CERTIFICATE No 09964

Certificate of Destruction

CWM Chemical Services, Inc. (formerly known as SCA Chemical Services, Inc.) hereby certifies that waste received from EAGLE WASTE INDUSTRIES, INC.

as identified on manifest number IL 0316524

has been incinerated and thereby destroyed as of this 20th day

of April 19 99.

Generator EAGLE WASTE INDUSTRIES,

By

Address 110 PLYMOUTH (S.E. CORNER)

54331

IL 02251

Title

Contact RICHARD DORNE

D.J. Locke

W.W. WATKINS



PLEASE TYPE

(Form designed for use on elite (12-pitch) typewriter)

EPA Form 8700-22 (Rev. 9-88)

Form Approved OMB No 2050-0039 Expires 9-30-91

| UNIFORM HAZARDOUS WASTE MANIFEST | | 1. Generator's US EPA ID No. N/A | Manifest Document No. 160001 | 2. Page 1 of 1 | Information in the shaded areas is not required by Federal law, but is required by Illinois law. |
|---|--|-------------------------------------|---|--------------------|--|
| 3. Generator's Name and Mailing Address Eagle Marine Industries, Inc. 200 N. Broadway, Suite 1725 St. Louis, MO 63102 | | | Location If Different: #10 Pitzman(SE) Sauget, IL 62201 | | A. Illinois Manifest Document Number IL 3285523 MANIFEST FEE EXEMPT |
| 4. Generator's Phone (314) 421-1153 | | | 6. US EPA ID Number ILD099202681 | | B. Illinois Generator's ID 1161311211510115 |
| 5. Transporter 1 Company Name Chemical Waste Mgmt. Trans. | | | 8. US EPA ID Number | | C. Illinois Transporter's ID 1010715 D. (708) 396-1060 Transporter's Phone |
| 7. Transporter 2 Company Name | | | 10. US EPA ID Number | | E. Illinois Transporter's ID F. () Transporter's Phone |
| 9. Designated Facility Name and Site Address CWM Chemical Services, Inc. 11700 S. Stony Island Ave. Chicago, IL 60617 | | | 10. US EPA ID Number ILD000672121 | | G. Illinois Facility's ID 1031161010101518 H. Facility's Phone (312) 646-5700 |
| 11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number) | | | 12. Containers No. Type | 13. Total Quantity | 14. Unit Wt. Vol. |
| a. RQ Hazardous Substance Solid, N.O.S. ORM-E, NA 9188 (polychlorinated Biphenyls) | | | 001 DM | 20.85 | 1 |
| b. | | | | | |
| c. | | | | | |
| d. | | | | | |
| J. Additional Descriptions for Materials Listed Above CWM Profile Number: K03939 Work Order Number: 90-0600 PCBs = 342 ppm | | | K. Handling Codes for Wastes Listed Above In Item # 14 1 = Gallons 2 = Cubic Yards 235 HG (10) | | |
| 15. Special Handling Instructions and Additional Information Total Wt. of PCBs in Kilograms = 400 Date Placed in Storage = 10-9-89 | | | | | |
| 16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage or disposal currently available to me which minimizes the present and future threat to human health and the environment. OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford. Printed/Typed Name: Richard D. Burke Signature: [Signature] Date: 050990 | | | | | |
| 17. Transporter 1 Acknowledgement of Receipt of Materials Printed/Typed Name: Lewis Herren Signature: [Signature] Date: 030990 | | | | | |
| 18. Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name: HERBERT D. VRIES DRIVER 2 Signature: [Signature] Date: 030790 | | | | | |
| 19. Discrepancy Indication Space | | | | | |
| 20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in item 19 Printed/Typed Name: NANCY A. DEANE Signature: [Signature] Date: 031790 | | | | | |



STATE OF ILLINOIS

ENVIRONMENTAL PROTECTION AGENCY DIVISION OF LAND POLLUTION CONTROL

P.O. BOX 19276

SPRINGFIELD, ILLINOIS 62794-9276 (217) 782-8781

State Form LPC 62 8/81

IL532-0610

FOR SHIPMENT OF HAZARDOUS, INFECTIOUS
AND SPECIAL WASTE

PLEASE TYPE

(Form designed for use on 4 1/2 (12-pitch) typewriter)

EPA Form 8700-22 (Rev. 9-88)

Form Approved OMB No. 2050-0038 Expires 9-30-91

| UNIFORM HAZARDOUS WASTE MANIFEST | | 1 Generator's US EPA ID No N/A | Manifest Document No 0001 | 2 Page 1 of 1 | Information in the shaded area is not required by Federal law, but is required by Illinois law |
|--|--|---|------------------------------|--|--|
| 3 Generator's Name and Mailing Address Eagle Marine Industries, Inc. 200 N. Broadway, Suite 1725 St. Louis, MO 63102 | | Location If Different: #10 Pitzman (SE) Sauget, IL 62201 | | A. Illinois Manifest Document Number IL 3285523 B. Illinois Generator's ID 1161311211510115 | |
| 4 Generator's Phone (314) 421-1153 | | 5 Transporter 1 Company Name Chemical Waste Mgmt. Trans. | | C. Illinois Transporter's ID 10101715 D. (708) 396-1060 Transporter's Phone | |
| 6 Transporter 1 US EPA ID Number ILD099202681 | | 7 Transporter 2 Company Name | | E. Illinois Transporter's ID F. () Transporter's Phone | |
| 8 Transporter 2 US EPA ID Number | | 9 Designated Facility Name and Site Address CWM Chemical Services, Inc. 11700 S. Stony Island Ave. Chicago, IL 60617 | | G. Illinois Facility's ID 10131161010101518 H. Facility's Phone (312) 646-5700 | |
| 10 Designated Facility US EPA ID Number ILD000672121 | | | | | |
| 11 US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number) | | 12 Containers No | Type | 13. Total Quantity | 14. Unit M/L/Vol |
| a. RQ Hazardous Substance Solid, N.O.S. ORM-E, NA 9188 (polychlorinated Biphenyls) | | 001 | DM | 8.5 | 1 |
| b. | | | | | |
| c. | | | | | |
| d. | | | | | |
| J. Additional Descriptions for Materials Listed Above CWM Profile Number: K03939 Work Order Number: 90-0600 PCBs, 342, ppm | | K. Handling Codes for Wastes Listed Above in Item # 14 1 = Gallons 2 = Cubic Yards | | | |
| 15. Special Handling Instructions and Additional Information Total Wt. of PCBs in Kilograms = 400 Date Placed in Storage = 10-9-89 | | | | | |
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| Printed/Typed Name Richard D. Burke | | Signature | | Date 05 09 90 | |
| 17. Transporter 1 Acknowledgement of Receipt of Materials Printed/Typed Name | | Signature | | Date Month Day Year | |
| 18. Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name | | Signature | | Date Month Day Year | |
| 19. Discrepancy Indication Space | | | | | |
| 20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in item 19 | | Signature | | Date Month Day Year | |

This Agency is authorized to require, pursuant to Illinois Revised Statutes Chapter 111, Section 21, that this information be submitted to the Agency. Failure to provide the information may result in a civil penalty against the owner or operator of not to exceed \$25,000 per day of violation. Violation of this information may result in a fine up to \$50,000 per day of violation and imprisonment up to 5 years. This form has been approved by the Forms Management Center.

COPY 1. TSD MAIL TO GENERATOR COPY



Chemical Waste Management, Inc.

Midwest Region
2000 South Batavia Avenue
Geneva, Illinois 60134
708/513-4500

February 13, 1990

EAGLE MARINE INDUSTRIES, INC.
200 North Broadway, Suite 1725
St. Louis, MO 63102-2716

Attn: Mr. Richard D. Burke

Dear Mr. Burke:

This letter will serve to inform you that Chemical Waste Management, Inc. has all the appropriate permits and licenses for, and will accept, your waste that has been characterized on Generators Waste Material Profile Sheet(s) and identified by profile number(s) K03939CHII.

Very truly yours,

Bill Gamlin
Customer Service Manager
Midwest region

BG/jg



Chemical Waste Management, Inc.

Midwest Region
2000 South Batavia Avenue
Geneva, Illinois 60134
(708) 513-4500

February 13, 1990

WPS # K03939CHII

EAGLE MARINE INDUSTRIES, INC.
200 North Broadway, Suite 1725
St. Louis, MO 63102-2716
Mr. Richard D. Burke
314 421-1153

Dear Mr. Burke:

Thank you for doing business with CHEMICAL WASTE MANAGEMENT, INC. in our LESS THAN TRUCK LOAD (LTL) PROGRAM. In order to schedule wastes into CHEMICAL WASTE MANAGEMENT, INC. Facilities, you must have a signed contract with us.

Enclosed you will find two agreements signed on behalf of CHEMICAL WASTE MANAGEMENT, INC. PLEASE SIGN BOTH COPIES, RETAIN ONE COPY FOR YOUR FILE AND RETURN ONE TO CHEMICAL WASTE MANAGEMENT, INC. IN THE ENVELOPE PROVIDED. No changes can be made to the contract without the consent of CHEMICAL WASTE MANAGEMENT, INC.

ANY PURCHASE ORDERS OR QUESTIONS IN REGARD TO INVOICING SHOULD BE DIRECTED TO THE FOLLOWING BILLING FACILITY:

CWM Chemical Services, Inc.
11700 S. Stony Island Ave.
Chicago, IL 60617
312 646-5700

After we have received the fully executed contract, YOU MAY ARRANGE SERVICE BY CONTACTING THE FOLLOWING:

CHEMICAL WASTE MANAGEMENT, INC. - MIDWEST REGIONAL OFFICE
2000 S. Batavia Avenue
Geneva, Illinois 60134

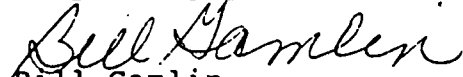
Attention: Mr. Joe Hirsch
(708) 513-4525

Prices quoted are effective for thirty (30) days from the above date. Any delay in executing the enclosed agreement may lead to increases in pricing under the applicable escalation clause.

If you have any questions, please contact Joe Hirsch, your LTL Sales Representative at (708) 513-4525.

CHEMICAL WASTE MANAGEMENT, INC. would like to take this opportunity to thank you for your business.

Very truly yours,



Bill Gamlin
Regional Customer Service Manager
Midwest Region
(708) 513-4560

BG/jg
Enclosures



Chemical Waste Management, Inc.

Midwest Region
2000 South Batavia Avenue
Geneva, Illinois 60134
708/513-4500

February 13, 1990

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Bill Gamlin
Customer Service Manager
Midwest region

BG/jg



Chemical Waste Management, Inc.

Midwest Region
200 South Batavia Avenue
Geneva, Illinois 60134
(708) 513-4500

February 13, 1990

WPS # K03939CHII

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200 North Broadway, Suite 1725
St. Louis, MO 63102-2716
Mr. Richard D. Burke
314 421-1153**

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(708) 513-4525**

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Very truly yours,



Bill Gamlin
Regional Customer Service Manager
Midwest Region
(708) 513-4560

BG/jg
Enclosures

SERVICE AGREEMENT

CONTRACT# M02-187-90-S

PROFILE# K03939CHII

**CUSTOMER
SERVICE LOCATION**

EAGLE MARINE
INDUSTRIES, INC.
#10 Pitzman
Sauget, IL 62201
Mr. Richard D. Burke
314 421-1153

**CONTRACT
MAILING LOCATION**

EAGLE MARINE
INDUSTRIES, INC.
200 North Broadway,
Suite 1725
St. Louis, MO
63102-2716
Mr. Richard D. Burke
314 421-1153

**CUSTOMER
BILLING LOCATION**

EAGLE MARINE
INDUSTRIES, INC.
200 North Broadway,
Suite 1725
St. Louis, MO
62103-2716
Mr. Richard D. Burke
314 421-1153

CHEMICAL WASTE MANAGEMENT, INC. hereby agrees to provide services, including treatment and/or disposal, for waste material generated at the above CUSTOMER SERVICE LOCATION and is described in the attached WASTE MATERIAL PROFILE SHEET. The described waste material will be treated and/or disposed of at the following facility(ies), which are permitted to receive the described waste material:

CWM Chemical Services, Inc.
11700 S. Stony Island Ave.
Chicago, IL 60617
312 646-5700

EPA I.D. ILD000672121

SPECIAL PROVISIONS:

CHEMICAL WASTE MANAGEMENT, INC. agrees to indemnify Customer for final judgments, decisions, or settlement in an administrative or judicial action against Customer for personal injuries or damage to personal property the proximate cause of which is the sole negligence or intentional misconduct of CHEMICAL WASTE MANAGEMENT, INC. Customer agrees to likewise indemnify CHEMICAL WASTE MANAGEMENT, INC.

TERM:

This Service Contract shall commence on 02/13/1990 and shall continue in effect until terminated by either party with or without cause upon thirty (30) days prior written notice to the other party.

ENTIRE AGREEMENT:

This Service Agreement (including the attached Waste Material Profile Sheet) represents the entire understanding between the parties hereto and supersedes any and all prior agreements, whether written or oral that may exist between the purchase orders issued by Customer prior to or subsequent to this Agreement.

DESCRIPTION OF SERVICES TO BE PROVIDED:FEES:

Disposal: \$680.00 per drum.

Transportation: \$ 79.00 per 30-55 gallon drum.
\$105.00 per 85 gallon drum.

Work Order No. and Profile No. must be placed on sides of drums. \$5.00 per drum surcharge if drums are not properly labeled. If drums are improperly shipped, surcharges for handling will be added. All shipments must be made using Illinois Manifests. The Generator must have an Illinois Generator No. Disposal of overpacks is \$50.00 per drum. Double stacked drums must be palletized and shrink wrapped or banded.

Generator will be allowed 1.0 hours loading time at their facility with anytime thereafter being considered demurrage and charged at the rate of \$85.00 per hour.

The fees set forth are subject to change at anytime during the term hereof upon Disposer providing Generator with at least thirty (30) days advance written notice.

DISPOSAL METHOD:

INCINERATION

SPECIAL CONDITIONS:

Accept DOT steel 55 gallon containers.

By signing this agreement, the generator acknowledges and agrees to changes to Sections B, D, E, F, H, I, and J of the Waste Profile Sheet.

PCB Out-of-Service date must be placed on each manifest.

Accept in DOT approved containers.

Waste Profiles must be recertified upon request.

See Attachments (If Applicable).

This decision is valid through 01/26/1991.

NOTES:

Unless noted, the above prices do not include applicable fees and LOCAL, STATE or FEDERAL TAXES which, if assessed, shall be invoiced to and payable by the customer on an actual cost basis. If customer is to supply the waste materials containers, Customer will be solely responsible for the appropriate constructions, marking and labeling of the containers.

PAYMENT TERMS:

NET THIRTY (30) DAYS

EAGLE MARINE INDUSTRIES, INC.

BY: _____

TITLE: _____

DATE: _____

CHEMICAL WASTE MANAGEMENT INC.

BY: Mark G. Medick
Mark G. Medick
District Sales Manager

TITLE: Midwest Region

DATE: 2/13/90

jg/114/NA/CHII/ALSI



Chemical Waste Management, Inc.

GENERATOR'S WASTE MATERIAL PROFILE SHEET

PLEASE PRINT IN INK OR TYPE (11in, 12-pt)en)

JWH
LTL

K 03939

CWM Location of Original: TECH CENTER

(SHADED AREAS FOR CWM USE ONLY)

CWM Form No. 1

A. GENERAL INFORMATION

1. Generator Name Eagle Marine Industries, Inc.
 2. Facility Address #10 Pitzman (SE Corner)
Sauget, IL

3. Generator USE 1
 4. Generator State ID: 15015009

5. Technical Contact: Robert J. Schneider 7. Title President/Officer 8. Phone (314) 361-3030
 9. Zip Code: 62201

B. MAIL CHEMICAL WASTE MANAGEMENT, INC. INVOICES TO

1. Company Name Lafayette & Schreiber, Inc. 2. Generating Facility (A, above) or S.V. 921-143
 3. Address 22 N. Duclac 4. Phone (314) 361-3030
St. Louis, MO 63108 5. Zip Code 63102-2716
 ATTN: Glen Snowdon

NAME OF WASTE PG. Hazardous Substance Solid, NOS, ORME: NA9189 BR 11
 PROCESS GENERATING WASTE Excavated drum with PCBs = 342ppm

THIS WASTE IS NOT SPECIFIED AS DEFINED IN 40 CFR 261.21 (F001, F002, F003, F004, F005, F006, F007, or F008)?
 YES ☒ NO ☐ DO NOT COMPLETE THIS SECTION. Contact your Chemical Waste Management, Inc. sales representative for assistance.

D. PHYSICAL CHARACTERISTICS OF WASTE

1. Does the waste have a strong, no odor? ☒ No ☐ Yes ☐ Other Some odor
 2. Physical State ☒ Solid ☒ Semi-Solid ☐ Liquid ☐ Powder ☐ Other Other
 3. Layers ☒ Multilayered ☐ B-layered ☒ Single Phased
 4. Specific Gravity Range 1.0 - 2.5
 5. Free Liquids ☒ Yes ☐ No Volume: 4000 lbs
 6. Flash Point ☐ < 73°F ☐ 73-99°F ☐ 100-139°F ☐ 140-199°F ☒ ≥ 200°F ☐ None ☐ Closed Cup ☐ Open Cup

E. CHEMICAL COMPOSITION

55-gal Steel drum contents
 Drum contents: (See attached analysis)
 Chloroform = 69ppm
 2-Butanone = 30.2ppm
 BTEX = 30.2ppm
 PCBs = 342ppm
 Soil 2025
 Tyres, rubber gloves and thermal booties, dust tape: 20
 Oil: 50

Please note: The chemical composition total is the maximum

amount must be greater than or equal to 100%

TOTAL: 120

Indicate if this waste contains any of the following

NONE or LESS THAN or ACTUAL
 PCBs ☐ < 50 ppm < 342 ppm
 Cyanides ☐ < 50 ppm UNK ppm
 Phenolics ☒ < 50 ppm UNK ppm
 Sulfoxides ☒ < 50 ppm UNK ppm

F. METALS Indicate if this waste contains any of the following:

1. EP TOX/TCR or 2. Total METAL LESS THAN or ACTUAL Parts Per Million
 Arsenic ☒ < 5 ☐ < 100 UNK
 Barium ☒ < 100 ☐ < 27 UNK
 Cadmium ☒ < 5 ☐ < 100 UNK
 Chromium ☒ < 5 ☐ < 100 UNK
 Lead ☒ < 5 ☐ < 500 UNK
 Mercury ☒ < 0.2 ☐ < 20 UNK
 Selenium ☒ < 5 ☐ < 100 UNK
 Silver ☒ < 5 ☐ < 100 UNK
 Chromium-Hex ☒ < 5 ☐ < 500 UNK
 Copper ☐ < 5 ☐ < 100 UNK
 Nickel ☐ < 5 ☐ < 100 UNK
 Thallium ☒ < 5 ☐ < 100 UNK
 Zinc ☐ < 5 ☐ < 100 UNK

GENERATOR'S WASTE MATERIAL PROFILE SHEET (Continued)

MOORE

G. OTHER HAZARDOUS CHARACTERISTICS

1. Is this waste a listed solvent waste as defined by 40 CFR 261.31 (F001, F002, F003, F004, or F005)?

☐ Yes ☒ No

2. Does this waste contain greater than 1000 ppm total halogenated organic compounds?

☐ Yes ☒ No

3. Indicate if this waste is any of the following

- ☐ RCRA Reactive
☐ Water Reactive
☐ Explosive
☐ Shock Sensitive
☐ Pyrophoric
- ☐ Radioactive
☐ Etiological
☐ Pesticide Manufacturing Waste
☐ Other _____
☒ None of the above

APPROVED

H. COMPLETE ONLY FOR WASTES INTENDED FOR FUELS or INCINERATION

| | LESS THAN | or | ACTUAL |
|----------------|--|-----|---------|
| Mercury | <input type="checkbox"/> < 5000 ppm | N/A | UNK ppm |
| Antimony | <input checked="" type="checkbox"/> < 5000 ppm | | UNK ppm |
| Lead | <input checked="" type="checkbox"/> < 5000 ppm | | UNK ppm |
| Total Bromine | <input checked="" type="checkbox"/> < 2 % | | UNK % |
| Total Chlorine | <input checked="" type="checkbox"/> < 35 % | | UNK % |
| Total Fluorine | <input checked="" type="checkbox"/> < 1 % | | UNK % |
| Total Sulfur | | 3.0 | UNK % |

I. OPTIONAL - RECLAMATION, FUELS, OR INCINERATION PARAMETERS Provide if information is available.

1. Heat Value (BTU/lb) 11,000 - 12,000

2. Viscosity (cps) N/A @ 100°F

3. Ash 23%

4. Vapor Pressure @ STP (mm/Hg) N/A

5. Settling time N/A

6. Is this waste a pumpable liquid? ☐ Yes ☒ No

7. Type of pump? N/A

8. Can this waste be heated to improve flow? ☐ Yes ☒ No

9. Is this waste soluble in water? ☐ Yes ☒ No

10. Particle size: Will the solid portion of this waste pass through a 1/8 inch screen? ☐ Yes ☒ No

J. TRANSPORTATION INFORMATION

1. Is this a DOT Hazardous Material? ☒ Yes ☐ No

2. Anticipated Annual Volume/Units: 85 / gal / year

3. Proper Shipping Name: RC, Hazardous Substance Solid, N.O.S.

4. Hazard Class: O.R.M.E.

5. Additional Description: RC Contaminated

6. Method of Shipment: ☐ Bulk Liquid ☐ Bulk Solid ☒ Drum (Type/Size): Open Head / Steel / 110 gal

7. CERCLA Reportable Quantity (RQ): 100

8. RQ Units (lb/kg): 100

9. USEPA Hazardous Waste? ☐ Yes ☒ No

10. USEPA Hazardous Waste Number(s): NA

11. State Hazardous Waste? ☐ Yes ☒ No

12. State Hazardous Waste Number(s): NA

K. SPECIAL HANDLING INFORMATION

☒ Section Page(s) Attached

GENERATOR CERTIFICATION: I hereby certify that all information submitted in this and all attached documents contains true and accurate descriptions of this waste material, and all relevant information regarding known or suspected hazards in the possession of the generator has been disclosed.

Signature

FDR

Richard D. Burke

Name (Type or Print)

Title

Date

Executive Vice President

Title

Date

• Environmental Engineering and Waste Management

RIEDEL INDUSTRIAL WASTE MANAGEMENT, INC.

A Subsidiary of Riedel Environmental Technologies, Inc.

L. GLEN KUROWSKI

Environmental Engineer
Latser & Schreiber, Inc.

22 North Euclid St. Louis, MO 63108 (314) 361-3838 FAX (314) 361-4545

 "Imagining A Cleaner World"



Chemical Waste Management, Inc.

GENERATOR'S WASTE MATERIAL PROFILE SHEET

PLEASE PRINT IN INK OR TYPE (EINs, 12-pitch).



JWH
LTL

K 03939

Waste Profile Sheet Code

CWM Location of Original: _____

(SHADED AREAS FOR CWM USE ONLY)

CWM Sales Rep. #: _____

A. GENERAL INFORMATION

1. Generator Name: Eagle Marine Industries, Inc. 2. Generator USEPA ID: NA
3. Facility Address: #10 Pitzman (SE Corner) 4. Generator State ID: 1631215015
Sauget, IL 5. Zip Code: 62201
6. Technical Contact: Robert J. Schreiber 7. Title: President; Lafser & Schreiber 8. Phone: (314) 361-3838

B. MAIL CHEMICAL WASTE MANAGEMENT, INC. INVOICES TO

1. ☐ Generating Facility (A, above), or
2. Company Name: Lafser & Schreiber, Inc. 3. Phone: (314) 361-3838
4. Address: 22 N. Euclid
St. Louis, MO 63108
ATTN: Glen Kuroski 5. Zip Code: _____

C. 1 NAME OF WASTE RQ, Hazardous Substance Solid, NOS, ORME; NA9189 ER31
2 PROCESS GENERATING WASTE Excavated drum with PCBs = 342ppm
3 Is this waste a Dioxin listed waste as defined in 40 CFR 261.31 (e.g. F020, F021, F022, F023, F026, F027, or F028)?
☐ Yes ☒ No If yes, DO NOT COMPLETE this form. Contact your Chemical Waste Management, Inc. sales representative for assistance.

D. PHYSICAL CHARACTERISTICS OF WASTE

1 Color Varies 2 Does the waste have a strong incidental odor?
☐ No ☒ Yes If known describe Some Odor 3 Physical State @ 70°F
☒ Solid ☐ Semi-Solid ☐ Liquid ☐ Powder Other _____
4 Layers
☐ Multilayered ☐ Bi-layered ☒ Single Phased
5 Specific Gravity: Range 1.5 - 2.5 6 Free Liquids
☐ Yes ☒ No Volume _____
7 pH ☐ ≤ 2 ☐ > 2-4 ☒ 4-7 ☐ 7 ☐ 7-10 ☐ 10- < 12.5 ☐ ≥ 12.5 ☐ Range _____ ☐ N/A
8 Liquid Flash Point ☐ < 73°F ☐ 73-99°F ☐ 100-139°F ☐ 140-199°F ☒ ≥ 200°F ☐ None ☒ Closed Cup ☐ Open Cup

E. CHEMICAL COMPOSITION

| | RANGE | |
|---|-----------------------|---|
| | MIN. - MAX. | |
| 1 <u>55-gal Steel drum carcass</u> | <u>20</u> - <u>-</u> | % |
| <u>Drum contents: (See attached analysis)</u> | <u>25</u> - <u>50</u> | % |
| <u>Chloroform = 69ppm</u> | <u>-</u> | % |
| <u>2-Butanone = 30.2ppm</u> | <u>-</u> | % |
| <u>BTEX = 30.2ppm</u> | <u>-</u> | % |
| <u>PCBs = 342ppm</u> | <u>-</u> | % |
| <u>Soil</u> | <u>25</u> - <u>50</u> | % |
| <u>Tyeks, rubber gloves and chemical</u> | <u>-</u> | % |
| <u>booties, duct tape;</u> | <u>10</u> - <u>20</u> | % |
| | <u>-</u> | % |
| | <u>-</u> | % |
| | <u>-</u> | % |

Please note: The chemical composition total in the maximum column must be greater than or equal to 100%

TOTAL: 120 %

2 Indicate if this waste contains any of the following.

| | NONE | or | LESS THAN | or | ACTUAL |
|-----------|--------------------------|----|-----------------------------------|----|----------------|
| PCB's | <input type="checkbox"/> | | <input type="checkbox"/> < 50 ppm | | <u>342</u> ppm |
| Cyanides | <input type="checkbox"/> | | <input type="checkbox"/> < 50 ppm | | <u>UNK</u> ppm |
| Phenolics | <input type="checkbox"/> | | <input type="checkbox"/> < 50 ppm | | <u>UNK</u> ppm |
| Sulfides | <input type="checkbox"/> | | <input type="checkbox"/> < 50 ppm | | <u>UNK</u> ppm |

F. METALS Indicate if this waste contains any of the following:

| 1 <input checked="" type="checkbox"/> EP TOX/TCLP | or | 2 <input type="checkbox"/> Total | |
|---|---|----------------------------------|-------------------|
| METAL | LESS THAN | or | ACTUAL |
| | (Parts Per Million) | | |
| Arsenic | <input checked="" type="checkbox"/> < 5 | <input type="checkbox"/> < 500 | <u>< .4ppm</u> |
| Barium | <input checked="" type="checkbox"/> < 100 | | <u>27.8ppm</u> |
| Cadmium | <input checked="" type="checkbox"/> < 1 | <input type="checkbox"/> < 100 | <u>< .5ppm</u> |
| Chromium | <input checked="" type="checkbox"/> < 5 | | <u>< .5ppm</u> |
| Lead | <input checked="" type="checkbox"/> < 5 | <input type="checkbox"/> < 500 | <u>< .5ppm</u> |
| Mercury | <input checked="" type="checkbox"/> < 0.2 | <input type="checkbox"/> < 20 | <u>< .1ppm</u> |
| Selenium | <input checked="" type="checkbox"/> < 1 | <input type="checkbox"/> < 100 | <u>< .2ppm</u> |
| Silver | <input checked="" type="checkbox"/> < 5 | | <u>< .5ppm</u> |
| Chromium-Hex | <input checked="" type="checkbox"/> < 5 | <input type="checkbox"/> < 500 | <u>-</u> |
| Copper | <input type="checkbox"/> < 5 | | <u>UNK</u> |
| Nickel | <input type="checkbox"/> < 5 | <input type="checkbox"/> < 134 | <u>UNK</u> |
| Thallium | <input type="checkbox"/> < 5 | <input type="checkbox"/> < 130 | <u>UNK</u> |
| Zinc | <input type="checkbox"/> < 5 | | <u>UNK</u> |
| | <input type="checkbox"/> < 5 | | <u>-</u> |
| | <input type="checkbox"/> < 5 | | <u>-</u> |
| | <input type="checkbox"/> < 5 | | <u>-</u> |

GENERATOR'S WASTE MATERIAL PROFILE SHEET (Continued)

 K 03939

Waste Profile Sheet Code

G. OTHER HAZARDOUS CHARACTERISTICS

- Is this waste a listed solvent waste as defined by 40 CFR 261.31 (F001, F002, F003, F004, or F005)? ☐ Yes ☒ No
- Does this waste contain greater than 1000 ppm total halogenated organic compounds? ☐ Yes ☒ No
- Indicate if this waste is any of the following:

| | |
|--|--|
| <input type="checkbox"/> RCRA Reactive | <input type="checkbox"/> Radioactive |
| <input type="checkbox"/> Water Reactive | <input type="checkbox"/> Etiological |
| <input type="checkbox"/> Explosive | <input type="checkbox"/> Pesticide Manufacturing Waste |
| <input type="checkbox"/> Shock Sensitive | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Pyrophoric | <input checked="" type="checkbox"/> None of the above |

H. COMPLETE ONLY FOR WASTES INTENDED FOR FUELS or INCINERATION

| | LESS THAN | or | ACTUAL |
|----------------|-------------------------------------|----|----------------|
| Beryllium | <input type="checkbox"/> < 5000 ppm | | <u>UNK</u> ppm |
| Potassium | <input type="checkbox"/> < 5000 ppm | | <u>UNK</u> ppm |
| Sodium | <input type="checkbox"/> < 5000 ppm | | <u>UNK</u> ppm |
| Total Bromine | <input type="checkbox"/> < 2 % | | <u>UNK</u> % |
| Total Chlorine | <input type="checkbox"/> < 35 % | | <u>UNK</u> % |
| Total Fluorine | <input type="checkbox"/> < 1 % | | <u>UNK</u> % |
| Total Sulfur | | | <u>UNK</u> % |

I. OPTIONAL — RECLAMATION, FUELS, OR INCINERATION PARAMETERS Provide if information is available

- Range
- Heat Value (BTU/lb): _____
 - Water: _____ %
 - Viscosity (cps): _____ @ ☐ °F ☐ 100°F ☐ 150°F
 - Ash: _____ %
 - Settleable solids: _____ %
 - Vapor Pressure @ STP (mm/Hg): _____
 - Is this waste a pumpable liquid? ☐ Yes ☐ No
Type of pump? _____
 - Can this waste be heated to improve flow? ☐ Yes ☐ No
 - Is this waste soluble in water? ☐ Yes ☐ No
 - Particle size: Will the solid portion of this waste pass through a 1/8 inch screen? ☐ Yes ☐ No

J. TRANSPORTATION INFORMATION

- Is this a DOT Hazardous Material? ☒ Yes ☐ No
- Anticipated Annual Volume/Units: 85 /gal (one t
- Proper Shipping Name: RO, Hazardous Substance Solid, N.O.S.
- Hazard Class: O.R.M.E. 5. I.D. #: NA9189
- Additional Description: (PCB Contaminated)
- Method of Shipment: ☐ Bulk Liquid ☐ Bulk Solid ☒ Drum (Type/Size): Open Head / Steel / 110 gal Other: _____
- CERCLA Reportable Quantity (RQ): 10# 9. RQ Units (lb/kg): 10
- USEPA Hazardous Waste? ☐ Yes ☒ No
- USEPA Hazardous Waste Number(s): NA
- State Hazardous Waste? ☐ Yes ☒ No
- State Hazardous Waste Number(s): NA

K. SPECIAL HANDLING INFORMATION

☒ Additional Page(s) Attached

L. GENERATOR CERTIFICATION I hereby certify that all information submitted in this and all attached documents contains true and accurate descriptions of this waste material, and all relevant information regarding known or suspected hazards in the possession of the generator has been disclosed.

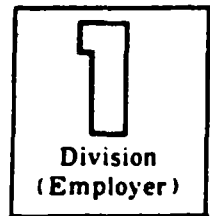
- Signature: [Signature] Title: Executive Vice President
- For: Richard D. Burke
- Name (Type or Print): Richard D. Burke
- Date: 12/1/89

EXHIBIT Q

MEMORANDUM OF INSURANCE COVERAGE

(See Section 287.090 RSMo Supplement 1974)

NOTE: Before executing this form read very carefully the instructions given at the bottom of this page.



1. Name of Employer: Eagle Marine Industries Inc.
(Give full and complete name without abbreviation)
2. State whether ☐ Individual ☐ Partnership ☒ Corporation
3. Average Number of Employees Regularly Employed, Including Executive Officers if a Corporation: 18
4. Missouri Address of Employer: 112 N. 4th St., Suite 1754, St. Louis, MO 63102
(Number) (Street) (Postoffice) (Zip)
5. Principal Address of Employer: 112 N. 4th St., Suite 1754, St. Louis, MO 63102
(Number) (Street) (Postoffice) (Zip)
6. Name of Insurance Carrier: American Casualty Co. of Reading, Pa.
(Give full and complete name without abbreviation)
7. 412 Washington Street, PO Box 982, Reading, Pa. 19603
(Complete mailing address to which acknowledgment of this form should be made)

8. Policy No. AR 425 79 31

Effective Date: 9/15/78

Expiration Date: 9/15/79

9. Status of Policy:

☐ New

☒ Renewal

☐ Canceled: Effective Date:

10. Check One

☐ Are you filing as a minor employer, that is, one with fewer than six (6) employees.

☒ Are you filing as a major employer, that is, one with six (6), or more employees.

(Reserved for filing stamp; do not fill in or otherwise use)

AUG - 5 1978

DIVISION OF
WORKMEN'S COMPENSATION

INSTRUCTIONS

11. Section 287.090 of the Missouri Workmen's Compensation Law, as amended in 1974, authorizes acceptance of law by exempted employers by the purchase of a standard policy of insurance. This Memorandum is required when (1) a policy is written: (2) when renewed: (3) when canceled.
12. A separate Form 75 must be executed and sent in for each employer entity covered by policy.
13. Form 75 is to be executed in quadruplicate; the carrier retains the fourth (pink) copy, and mails the first three copies to: DIVISION OF WORKMEN'S COMPENSATION, Postoffice Box 58, Jefferson City, Missouri. If the Form 75 is accepted for filing, copies one and three will be so stamped and mailed to the employer and the carrier respectively as evidence of filing. If the form is executed by a carrier's agent or a broker who wishes acknowledgment, all four copies of the form should be sent in; acknowledgment to the agent or broker will be made by the return of the fourth (pink) copy.
14. NOTE: Form 75 is REQUIRED FOR ALL EMPLOYERS, those who are major employers and those who are minor employers, electing to accept the workmen's compensation law.

Lawton-Byrne-Bruner

Tenth Broadway, Saint Louis, Missouri 63102

31-62155-0

Inland Marine Policy

non-assessable

LUMBERMENS MUTUAL CASUALTY COMPANY

(A Mutual Insurance Company, herein called the Company)

Home Office: Long Grove, Illinois 60049

AMERICAN MOTORISTS INSURANCE COMPANY

(A Stock Insurance Company, herein called the Company)

Home Office: Long Grove, Illinois 60049

AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

(A Mutual Insurance Company, herein called the Company)

Home Office: Long Grove, Illinois 60049

FEDERAL KEMPER INSURANCE COMPANY

(Formerly Federal Mutual Insurance Company)

(A Stock Insurance Company, herein called the Company)

Home Office: Long Grove, Illinois 60049

Executive Offices: 2001 East Mound Road, Decatur, Illinois 62526

The company providing the insurance afforded by this policy is designated on the Declarations Page



The annual meeting of the Lumbermens Mutual Casualty Company is held at its home office in Long Grove, Ill., on the third Tuesday in May of each year at eleven o'clock A.M.

The annual meeting of the American Manufacturers Mutual Insurance Company is held at its home office in Long Grove, Illinois, on the first Thursday following the third Tuesday in May of each year at eleven o'clock A.M.

POLICY PROVISIONS — PART A

CONDITIONS

1. **MISREPRESENTATION AND FRAUD.** This entire policy shall be void if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud, attempted fraud, or false swearing by the Insured relating thereto.
2. **CHANGES.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
3. **NOTICE OF LOSS.** The Insured shall as soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this policy and shall also file with the Company or its agent within ninety (90) days from date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.
4. **EXAMINATION UNDER OATH.** The Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and in so far as is within his or their power cause his or their employees, members of the household and others to submit to examinations under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative, and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any other act of the Company or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Company might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.
5. **VALUATION.** The Company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
6. **SETTLEMENT OF LOSS.** All adjusted claims shall be paid or made good to the Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Insured has collected the same from others.
7. **NO BENEFIT TO BAILEE.** This insurance shall in nowise inure directly or indirectly to the benefit of any carrier or other bailee.
8. **SUBROGATION OR LOAN.** If in the event of loss or damage the Insured shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the Insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the Insured's name under the direction of and at the expense of the Company.
9. **LOSS CLAUSE.** Any loss hereunder shall not reduce the amount of this policy, except in the event of payment of claim for total loss of an item specifically scheduled hereon. If claim is paid for total loss of one or more scheduled items, the unearned premium applicable to such items will be refunded to the Insured or applied to the premium due on item(s) replacing those on which the claim was paid.
10. **PAIR, SET OR PARTS.** In the event of loss of or damage to:
 - (a) any article or articles which are a part of a pair or set, the measure of loss or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or
 - (b) any part of property covered consisting, when complete for use, of several parts, the Company shall only be liable for the value of the part lost or damaged.
11. **PROTECTION OF PROPERTY.** In case of loss, it shall be lawful and necessary for the Insured, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or the Company, in recovering, saving and preserving the property insured in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interests.
12. **SUIT.** No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the State within which this policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.
13. **APPRAISAL.** If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire then, on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.
14. **CANCELATION.** This policy may be canceled by the Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the Company by mailing to the Insured at the address shown in this policy or last known address written notice stating when, not less than five (5) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date of the cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

If the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the Insured.
15. **CONFORMITY TO STATUTE.** Terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

ATTACH FORMS, SCHEDULES AND ENDORSEMENTS HERE

This is not a complete and valid contract without PART B, properly countersigned.

POLICY PROVISIONS—PART A (Continued)

CALIFORNIA and OREGON AMENDMENT—The word "noon," wherever it appears in Policy Provisions—Part B is changed to "12:01 A.M."

KANSAS and NEBRASKA AMENDMENT—(If this policy is issued in the State of Kansas or Nebraska, the following applies.) The paragraph of the "Conditions" of this policy, entitled "Suit," is amended to read:

"No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within sixty (60) months next after discovery by the Insured of the occurrence which gives rise to the claim."

All other terms and conditions of this policy remain unchanged.

NEBRASKA AMENDMENT—(If this policy is issued in the state of Nebraska the following misrepresentation and fraud clause applies).

"Anything in the policy to the contrary notwithstanding it is understood and agreed that no oral or written misrepresentation or warranty made in negotiation for this policy by the insured, or in his behalf, shall be deemed material or defeat or avoid the policy unless such misrepresentation or warranty deceived the Company to its injury. The breach of a warranty or condition of this policy shall not avoid the policy nor avail the Company to avoid liability unless such breach shall exist at the time of the loss and contribute to the loss."

All other terms and conditions of this policy remain unchanged.

TEXAS AMENDMENT—(If this policy is issued in the State of Texas, the following apply.) In order to conform with the laws of the State of Texas, the printed conditions of this policy are changed as follows:

1. In the Condition referring to "Notice of Loss" the first sentence is deleted and the following sentence substituted:
"NOTICE OF LOSS—The Insured shall as soon as practicable report to this Company or its agent every loss or damage which may become a claim under this policy and shall advise with the Company or its agent within ninety (90) days from date of loss a detailed sworn proof of loss."
2. The Condition referring to "Protection of Property" is amended to read:
"SUE AND LABOR—In the event of loss to property covered under this policy, the Insured, his employees, factors and assigns shall sue, labor and travel in efforts to recover, safeguard and defend the said property. Such action shall not prejudice this insurance or constitute a waiver of any rights of the Insured. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interests."
3. The Condition referring to "Suit" is amended to read:
"SUIT—No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within two (2) years and one (1) day next after discovery by the Insured of the occurrence which gives rise to the claim."

This policy is made and accepted subject to the foregoing stipulations and conditions which are hereby specially referred to and made a part of this policy, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto.

As respects the Company previously designated, the following correlative provision forms a part of this policy.

MUTUAL POLICY CONDITIONS.

Lumbermens Mutual
Casualty Company

American Manufacturers
Mutual Insurance Company

This is a perpetual mutual corporation owned by and operated for the benefit of its members. This is a non-assessable, participating policy under which the Board of Directors in its discretion may determine and pay unabsorbed premium deposit refunds (dividends) to the insured.

DIVIDENDS. American Motorists
Insurance Company

Federal Kemper
Insurance Company

This policy is participating and shall be entitled to receive unabsorbed premium deposit refunds as apportioned by the directors.

IN WITNESS WHEREOF, the Company designated on PART B has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of the Company at the agency hereinbefore mentioned

LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

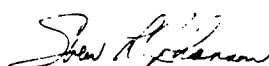
FEDERAL KEMPER INSURANCE COMPANY



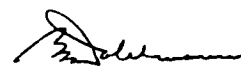
Secretary



President



Secretary



President

SHORT RATE TABLE—ANNUAL POLICIES

| Days in Force | % Earned | Days in Force | % Earned | Days in Force | % Earned |
|-----------------|----------|---------------|----------|-------------------|----------|
| 1 | — | 37 | — | 219-223 | — |
| 2 | — | 38 | — | 224-228 | — |
| 3-4 | — | 39 | — | 229-232 | — |
| 5-6 | — | 40 | — | 233-237 | — |
| 7-8 | — | 41 | — | 238-241 | — |
| 9-10 | — | 42 | — | 242-246 (8 mos.) | — |
| 11-12 | — | 43 | — | 247-250 | — |
| 13-14 | — | 44 | — | 251-255 | — |
| 15-16 | — | 45 | — | 256-260 | — |
| 17-18 | — | 46 | — | 261-264 | — |
| 19-20 | — | 47 | — | 265-269 | — |
| 21-22 | — | 48 | — | 270-273 (9 mos.) | — |
| 23-24 | — | 49 | — | 274-278 | — |
| 25-26 | — | 50 | — | 279-282 | — |
| 27-32 (11 mos.) | — | 51 | — | 283-287 | — |
| 33-36 | — | 52 | — | 288-291 | — |
| 37-40 | — | 53 | — | 292-296 | — |
| 41-43 | — | 54 | — | 297-301 | — |
| 44-47 | — | 55 | — | 302-305 (10 mos.) | — |
| 48-51 | — | 56 | — | 306-310 | — |
| 52-54 | — | 57 | — | 311-314 | — |
| 55-58 | — | 58 | — | 315-319 | — |
| 59-62 (12 mos.) | — | 59 | — | 320-323 | — |
| 63-65 | — | 60 | — | 324-328 | — |
| 66-69 | — | 61 | — | 329-332 | — |
| 70-73 | — | 62 | — | 333-337 (11 mos.) | — |
| 74-76 | — | 63 | — | 338-342 | — |
| 77-80 | — | 64 | — | 343-346 | — |
| 81-83 | — | 65 | — | 347-351 | — |
| 84-87 | — | 66 | — | 352-355 | — |
| 88-91 (13 mos.) | — | 67 | — | 356-360 | — |
| 92-94 | — | 68 | — | 361-365 (12 mos.) | — |

In writing short term policies (i.e., policies having a shorter term than one year), and in canceling a short rate either short term or annual policies, charge or retain the percentage of annual premium indicated in foregoing table opposite the time for which computation is made.

SHORT RATE RULE—TERM POLICIES

If a policy with a term of other than 12 months (that is, less or greater than one year) is cancelled short rate, the premium to be retained by the company shall be determined as follows:

Rule A. If policy has been in force for 12 months or less, apply the above short rate table to the full annual premium determined as for a policy written for a term of one year.

Rule B. If policy has been in force for more than 12 months:

1. Determine full annual premium as for a policy written for a term of one year.
2. Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in force to the length of time beyond one year for which the policy was originally written.
3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period policy has been in force.

☒ LUMBERMENS MUTUAL
CASUALTY COMPANY

☐ AMERICAN MOTORISTS
INSURANCE COMPANY

☐ AMERICAN MANUFACTURERS
MUTUAL INSURANCE COMPANY

☐ FEDERAL KEMPER
INSURANCE COMPANY

POLICY PROVISIONS — PART B

Inland Marine Policy No. 7AT 523 601

\$ _____ **NEW**
Div. on Exp. Pol. Renewal of

In consideration of the stipulations herein named and of the premium below specified the Company does insure the below Named Insured, hereinafter called the Insured, whose address is shown below, from the inception date shown below, at noon (standard time), to the expiration date shown below, at noon (standard time), at place of issuance to an amount not exceeding the amount(s) below specified, on property described below or in schedule attached.

Named Insured and Address (No., Street, Town, County, State)

Riverport Fleeting, Inc.
1754 Pierce Bldg., 112 North Fourth St.,
St. Louis, Missouri

Policy Period:

From 9/27/77

To 9/27/78

at noon, standard time at place of issuance.

\$ 2,000. Premium. Various Rate. As per forms Amount

| | | |
|--|--|---|
| COUNTERSIGNATURE DATE <u>10/27/77</u> | COUNTERSIGNED AT <u>Chicago, Illinois</u> | COUNTERSIGNATURE OF AGENT <u>J. H. Harrison</u> <u>Lawton-Byrne & Bruner</u> |
|--|--|---|

This Part B Page, when accompanied by the Inland Marine Policy Jacket containing "Policy Provisions — Part A" with forms, schedules, and endorsements issued to form a part thereof, completes the above numbered policy.

5 THIS POLICY DOES NOT INSURE AGAINST:

- a Loss or damage caused by theft or pilferage of the insured property while left unattended in or on any vehicle unless such vehicle is equipped with a fully enclosed body or compartment, and the loss be a direct result of violent, forcible entry (of which there shall be visible evidence) from a fully enclosed body, the doors and windows of which shall have been securely locked, or from a compartment which shall have been securely locked;
- b Loss or damage caused by wear and tear, or gradual deterioration, vermin, insects, inherent vice, or latent defect;
- c Loss or damage caused by chipping, marring, scratching, humidity, extremes in temperature, evaporation, shrinkage, or by being rotted, soured, or changed in flavor, color, texture or finish unless caused by fire, lightning, windstorm, flood, explosion, collision, derailment, or overturn, stranding, burning or sinking of ferry or lighter;
- d Loss or damage to property while actually being worked upon and directly resulting therefrom, unless by fire or explosion not otherwise excluded ensues, and then the Company shall be liable for only such ensuing loss;
- e Loss or damage caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the insured, his employees or persons to whom the insured property may be entrusted;
- f Unexplained loss or mysterious disappearance or loss or shortage disclosed upon taking inventory;
- g Loss or damage to electrical motors, appliances or devices (including wiring) caused by artificial electric current unless fire ensues, and if fire does ensue, then this Company shall be liable only for its proportion of loss caused by such ensuing fire;
- h Loss or damage caused directly or indirectly by:
 - 1 hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any government, power, authority or forces;
 - 2 any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - 3 insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
- i Loss or damage caused directly or indirectly by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

6 COINSURANCE CLAUSE

In no event shall this Company be liable for a greater proportion of any loss than the sum insured bears to the actual cash value of the property described herein at the time such loss shall happen. If the insurance under this policy is divided into two or more items, the foregoing shall apply to each item separately.

7 All other terms and conditions of this policy remain unchanged.

5 TERRITORIAL LIMITS

This policy insures within the limits of 48 contiguous states of the United States, the District of Columbia, Alaska and Canada.

6 THIS POLICY DOES NOT COVER:

- a Loss or damage to automobiles or similar conveyances, plans, blue prints, designs or specifications or to underground property or property while located underground;
- b Loss or damage to any property which has become a permanent part of any structure.

7 THIS POLICY DOES NOT INSURE AGAINST:

- a Loss or damage occasioned by the weight of a load exceeding the registered lifting or supporting capacity of the machine or by the collision of the boom with any part of the machine or other objects;
- b Wear and tear, gradual deterioration, inherent vice, or obsolescence; breakage, rust or corrosion, unless the same be the direct result of fire, lightning, explosion, cyclone, tornado, windstorm, flood, earthquake, collision, derailment or overturn of conveyance, malicious damage or aircraft damage;
- c Loss or damage to property while actually being worked upon and directly resulting therefrom, or loss by structural or mechanical failure or breakdown, unless loss by fire or explosion not otherwise excluded ensues, and then the Company shall be liable for only such ensuing loss;
- d Loss of market, delay or loss of use however caused;
- e Loss or damage caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the insured, his employees or persons to whom the insured property may be entrusted;
- f Unexplained loss or mysterious disappearance or loss or shortage disclosed upon taking inventory;
- g Loss or damage to electrical motors, appliances or devices (including wiring) caused by artificial electric current unless fire ensues, and if fire does ensue, then this Company shall be liable only for its proportion of loss caused by such ensuing fire;
- h Loss or damage caused directly or indirectly by:
 - 1 hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any government, power, authority or forces;
 - 2 any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - 3 insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
- i Loss or damage caused directly or indirectly by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

8 ADDITIONALLY ACQUIRED PROPERTY

In consideration of the agreement by the Insured (1) to report additional property of the kind insured hereunder, acquired by the Insured subsequent to the attachment date of this policy, within thirty (30) days from the date acquired and (2) to pay full premium thereon from the date acquired at pro rata of the current rates of the Company for such insurance, this policy covers on each separate class of such additionally acquired property for not exceeding 25%, or \$10,000, whichever is the lesser, of the amount of insurance on such class exclusive of this provision. It is specifically understood and agreed by the Insured that this policy shall cease to cover such additionally acquired property if it is not reported to the Company within the stated thirty (30) day period.

This additional coverage does not apply to property of a class not already insured hereunder.

9 OTHER INSURANCE

In case other valid and collectible insurance exists on any property hereby insured at the time and place of loss, the insurance under this policy shall be considered as excess insurance and shall not apply or contribute to the payment of any loss until the amount of such other insurance shall have been exhausted; it being understood and agreed that under this policy the Insured is to be reimbursed to the extent of the difference between the amount collectible from such other insurance and the amount of actual loss otherwise collectible hereunder.

Effective 10/26/77, the following item is hereby added to the Contractors Equipment (All Risk) form UK 72-2 attached to the policy:

2. One caterpillar model 966, Series "C" Wheel loader
S# 76J4816 \$50,000.
A \$2500. deductible applies to above item.

The following additional named insured applies to the above item: SAUGET & COMPANY, INC., SAUGET, ILLINOIS

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached.

LUMBERMENS MUTUAL CASUALTY COMPANY

| | | |
|--------------------------|-----------|-----------------|
| NAMED INSURED | | |
| Riverport Fleeting, Inc. | | |
| POLICY NUMBER | ENRY. NO. | EFFECTIVE DATE* |
| 7AT 523 601 | 3 | |



*Completion necessary only when issued subsequent to policy preparation.



ME-1459

EFFECTIVE TIME ENDORSEMENT

This endorsement, effective 9/27/77
policy No. 7AT 523 601 or supplemental endorsement No.
policy No. issued to Riverport Fleeting, Inc.

, forms a part of
attached to

by Lumbermens Mutual Casualty Company

at its Agency

located St. Louis, MO

CITY AND STATE

Date of endorsement

.....Agent

Lawton-Byrne & Bruner

(When this endorsement forms a part of a supplemental endorsement the word "policy" wherever appearing in the following provisions is to be construed to mean "supplemental endorsement".)

The time of inception and the time of expiration or termination of this policy and of any schedule or endorsement attached shall be 12:01 a.m. standard time.

To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

(AUTHENTIC)

DO NOT TYPE ABOVE THIS LINE

Effective 1/10/78, the following item is hereby added to the Contractors Equipment (All Risk) form UK 72-2 attached to the policy:

#3). 1978 Caterpillar 980 Wheel Loader Serial #89P6515
Amount of Insurance \$124,000

A \$5,000 Deductible applies to above item.

The following additional named insured applies to the above item:

John Fabick Tractor Company
One Fabick Drive
Fenton, Missouri

Cash Additional due herewith: \$441.00

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached.

LUMBERMENS MUTUAL CASUALTY COMPANY

| | | |
|--------------------------|-----------|-----------------|
| NAMED INSURED | | |
| Riverport Fleeting, Inc. | | |
| POLICY NUMBER | ENST. NO. | EFFECTIVE DATE* |
| 7AT 523 601 | 6 | 1-10-78 |

*Completion necessary only when issued subsequent to policy preparation.



BR79 3-6-78 jlp

DO NOT TYPE ABOVE THIS LINE

In consideration of the additional premium, payable as shown below, the attached Business Interruption Form attaches to and forms a part of the policy effective 12-23-77.

Cash Additional Due Herewith: \$6,706.00

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

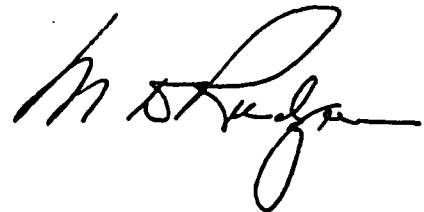
This endorsement shall form a part of the policy to which it is attached.

LUMBERMENS MUTUAL CASUALTY COMPANY

NAME INSURED

Riverport Fleeting, Inc.

| POLICY NUMBER | ENDT. NO. | EFFECTIVE DATE* |
|---------------|-----------|-----------------|
| 7AT 523 601 | 7 | 12-23-77 |



*Completion necessary only when issued subsequent to policy preparation.

BR79 4/18/78 jmb



BUSINESS INTERRUPTION

1 Coverage

In consideration of an additional premium of \$8800, it is understood and agreed this policy is extended to cover the actual loss sustained resulting from interruption of business caused by physical loss of or damage to two barge mooring cells and conveyor system located left lower descending bank of the Mississippi River, mile post 177.5 in Sauget, Illinois.

2 Limits of Liability

This Company's liability shall be limited to the actual loss sustained from such interruption of business, however, not exceeding \$32,500 in any 30-day period nor more than \$390,000 in total.

3 Special Conditions

A No claims shall be sustained against this insurance unless and until the insurers of the direct damage to the property described above shall have paid a loss or admitted liability in respect of the occurrence giving rise to claim made against this policy.

B No claim shall be recoverable under this insurance until 10 consecutive working days after the occurrence which may give rise to a claim hereunder have elapsed and then this Company shall be liable, subject to all other terms and conditions stated herein, for the actual loss sustained in excess of that sustained in the first 10 days after said occurrence.

C A working day for the purpose of this insurance shall mean a period of 24 hours, beginning at midnight on the date loss or damage to the property described herein occurs.

D It is understood and agreed that the period of recovery shall not be limited by the expiration of this insurance.

4 Resumption of Operations

It is a condition of this insurance that if the Insured could reduce the loss resulting from the interruption of business:

A By complete or partial resumption of operations of the property herein described, whether damage or not, or

B By making use of other property;

Such reduction shall be taken into account in arriving at the amount of loss hereunder.

5 Expense to Reduce Loss

This policy covers such expenses as are necessarily incurred for the purpose of reducing any loss under this policy (except expenses incurred to extinguish a fire) not exceeding, however, the amount by which the loss hereunder is thereby reduced.

6 Interference

This Company shall not be liable for any increase of loss which may be occasioned by direct interference by strikers of Labor Union pickets with rebuilding, repairing or replacing the described damage or destruction, or with the resumption of or continuation of operations.

7 Other Insurance

It is warranted by the Insured that no other business interruption insurance shall be carried on the property covered hereunder during the period of this policy unless permission is granted in writing hereon.

8 Loss Clause

Any loss hereunder shall not reduce the amount of this policy

9 All other terms and conditions remain unchanged.

Attached to and forming a part of Policy No. 7AT 523 601 of the Lumbermens Mutual Casualty Company Insurance Company.

Date 12-23-77

Lawton-Byrne-Bruner


Agent

71-015-15

DO NOT TYPE ABOVE THIS LINE

In consideration of the additional premium, payable as shown below, policy is amended as follows:

Item #1). Marco Conveyor System Model 575H, amount of insurace is increased from \$150,000 to \$350,000 effective 11-14-77.

Cash Additional Due Herewith: \$868.00

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached.

LUMBERMENS MUTUAL CASUALTY COMPANY

| | | |
|--------------------------|----------|-----------------|
| NAMED INSURED | | |
| Riverport Fleeting, Inc. | | |
| POLICY NUMBER | EXT. NO. | EFFECTIVE DATE* |
| 7AT 523 601 | 5 | 11-14-77 |

*Completion necessary only when issued subsequent to policy preparation.

BR79 3-6-78 jlp

James Thompson

DO NOT TYPE ABOVE THIS LINE

The premium charge for Endorsement #3 was left off in error.
The additional premium charge is \$230.00

Cash additional due herewith: \$230.00

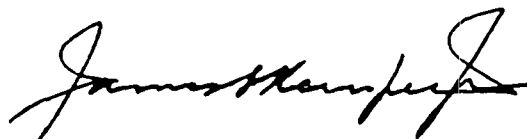
Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached.

LUMBERMENS MUTUAL CASUALTY COMPANY

| | | |
|--------------------------|-----------|-----------------|
| NAMED INSURED | | |
| RIVERPORT FLEETING, INC. | | |
| POLICY NUMBER | ENDT. NO. | EFFECTIVE DATE* |
| 7AT 523 601 | 4 | 10-26-77 |

*Completion necessary only when issued subsequent to policy preparation.



SL 10-31 BR 79



A STOCK COMPANY

A Member Company of the Berkshire Hathaway Insurance Group

RENEWAL OF INSURANCE

Date: 3/23/89

Type of Coverage: GENERAL LIABILITY
Company/Policy #: NATIONAL FIRE & MARINE

We are enclosing the above policy which renews similar expiring insurance.

Please examine it to see that it is correct in all details. Should you require any changes please notify us at once. Thank you for the privilege of serving you again.

SINCERELY,
TAMMY MAYER
ACCOUNT REPRESENTATIVE

TO [EAGLE MARINE INDUSTRIES, INC.
200 NORTH BROADWAY
SUITE 1725
ST. LOUIS, MO. 63102
[ATTN: TIM THOMAS

Alexander & Alexander Inc.
120 South Central Avenue
St. Louis, Missouri 63105
Telephone 314 889-9200

**Alexander
& Alexander**

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions

1. Are safe or healthful, or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E PREMIUMS

The first Named Insured shown in the Declarations

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**Alexander
& Alexander**

ALEXANDER & ALEXANDER, INC.

P.O. BOX 18787

ST. LOUIS

MO 63178

TELEPHONE: 314-889-9200

TO EAGLE MARINE INDUSTRIES, INC.
200 NORTH BROADWAY
SUITE 1725
ST. LOUIS MO 63102

ACCOUNT NUMBER

03 177023

INVOICE NUMBER

198316

INVOICE DATE

3 21 89

PAID

PAGE 1 OF 2

TERMS: CREDIT MEMORANDUM - NO CLIENT PAYMENT IS DUE ON THIS INVOICE

| POLICY NUMBER | DESCRIPTION | PREMIUM |
|---|---|--------------------------|
| 01 BINDER1890129 | NATIONAL FIRE & MARINE INS CO COMPRE GEN LIABIL CORRECTION CR EFFECTIVE 03-02-89 EXPIRES 05-02-89 | 5,055.000- |
| 02 3LP117568 | NATIONAL FIRE & MARINE INS CO COMPRE GEN LIABIL RENEWAL POLICY EFFECTIVE 03-02-89 EXPIRES 03-02-90 CORRECTION OF INVOICE ITEM 19837801 | 5,055.00 |
| 03 BINDER 190129 | NATIONAL FIRE & MARINE INS CO EFFECTIVE 03-02-89 EXPIRES 05-02-89 | 199.900- |
| 04 3LP117568 | NATIONAL FIRE & MARINE INS CO COMPRE GEN LIABIL NON-PREMIUM DR EFFECTIVE 03-02-89 EXPIRES 03-02-90 CORRECTION OF INVOICE : M 19837802 | 199.90 |
| 05 BINDER1890 89 | NATIONAL FIRE & MARINE INS CO COMPRE GEN LIABIL CORRECTION CR EFFECTIVE 03-02-89 EXPIRES 05-02-89 | 35.000- |
| THIS POLICY HAS SPECIAL PAYMENT TERMS. IN ORDER TO AVOID ANY DELAY OF PAYMENT MUST BE IN OUR OFFICE NO LATER THAN <u>4/13/89</u> | | CONTINUED PAID |

3LP 111516
RENEWAL OF NUMBER

3LP 11 79 68

NATIONAL FIRE & MARINE INSURANCE COMPANY
OMAHA, NEBRASKA
COMMERCIAL GENERAL LIABILITY - DECLARATIONS

Sub-Agent's Code: 0010

**IF POLICY IS CANCELLED,
FOR ANY REASON, AN EARNED
PREMIUM WILL BE CHARGED
FOR PERIOD OF COVERAGE**

Named Insured and Address: (No., Street, Town or City, County, State, Zip)

EAGLE MARINE, INC.
200 N. BROADWAY, STE. 1725
ST. LOUIS, MO. 63102-2716

ILLINOIS TAX \$83.00
STAMPING FEE \$ 3.00

POLICY PERIOD: Policy covers FROM MARCH 2, 1989 TO MARCH 2, 1990

12:01 A.M. Standard Time at the Named Insured's
Address stated above.

The named insured is:

☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other:

Business of the named insured is (ENTER BELOW)

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCT COMPLETED OPERATIONS)

\$ 1,000,000

PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

\$ EXCLUDED

PERSONAL & ADVERTISING INJURY LIMIT

\$ EXCLUDED

EACH OCCURRENCE LIMIT

\$ 1,000,000

FIRE DAMAGE LIMIT

\$ EXCLUDED

ANY ONE FIRE

MEDICAL EXPENSE LIMIT

\$ EXCLUDED

ANY ONE PERSON

An additional charge of \$115.20
(Missouri tax - 5% of premium) is
hereby made under this policy.

COVERAGE

ADVANCE PREMIUM

COMMERCIAL GENERAL LIABILITY COVERAGE (SEE SCHEDULE FOR LIMITS)

\$ 5,055.00

OTHER COVERAGE (DESCRIBE)

\$

TOTAL ADVANCE PREMIUM \$ 5,055.00

RETROACTIVE DATE (CG 00 02 - applicable to claims made coverage form only)

Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown below.

Retroactive Date:

(Enter Date or "None" if no Retroactive Date applies)

NOTICE TO POLICYHOLDER: This contract is
issued pursuant to Section 41, of the
Insurance Code of the State of Missouri,
and as such is not covered by the Illinois
Insurance Guaranty Fund.

Location of All Premises You Own, Rent or Occupy

MISSOURI & ILLINOIS LOCATIONS - AS SCHEDULED ON M 3776A

GATEWAY UNDERWRITERS AGENCY INC

Countersigned at: ST. LOUIS, MO. 2/27/89 SA:GB

Authorized Representative

COMMERCIAL GENERAL LIABILITY SCHEDULE

POLICY NO. 3LP 117968

SCHEDULE OF HAZARDS

| CLASSIFICATION DESCRIPTION | CLASS CODE | PREMIUM BASIS* | FOR COMPANY USE ONLY | RATES | | ADVANCE PREMIUM | |
|---|------------|----------------|----------------------|------------------------|----------|----------------------|----------|
| | | | | PREMISES/ OPERATIONS | PRODUCTS | PREMISES/ OPERATIONS | PRODUCTS |
| <p>LEVEE OR WATERFRONT PROPERTY - (RIVERFRONT ONLY - NO BUILDINGS OR STRUCTURES)</p> <p>ILLINOIS LOCATIONS:</p> <p>CAHOKIA FLEET, SAUGET, IL. 62201 (UPPER MISSISSIPPI RIVER MILE 178.5)</p> <p>LOWER ARSENAL ISLAND FLEET CAHOKIA, IL. 62206 (UPPER MISSISSIPPI RIVER-MILE 174)</p> <p>ARSENAL ISLAND, CAHOKIA, IL. 62202 (UPPER MISSISSIPPI RIVER MILE 177.5)</p> <p>RIVERPORT - SAUGET, IL. 62201 (UPPER MISSISSIPPI RIVER - MILE 177.5)</p> <p>FARMLAND PROPERTY - UNDERWATER & PARTIALLY LEASED OUT 818 ACRES TOTAL</p> <p>ARSENAL ISLAND, CAHOKIA, IL. 62202 (UPPER MISSISSIPPI RIVER-MILE 175)</p> | 444444 | | | FLAT CHARGE | | \$2,277. | |
| <p>VACANT INDUSTRIAL LAND RATED AS FARMLAND - 81 ACRES TOTAL</p> <p>RIVERPORT - SAUGET, IL. 62201 (UPPER MISSISSIPPI RIVER MILE 177.5)</p> | 49450 | | | FLAT CHARGE | | 500. | |
| <p>TERMINAL FACILITY RATED AS FARMLAND - 84 ACRES TOTAL</p> <p>RIVERPORT - SAUGET, IL. 62201 (UPPER MISSISSIPPI RIVER - MILE 177.5)</p> | 49450 | | | | | INCL | |
| <p>THIS POLICY IS SUBJECT TO A FULLY EARNED POLICYWRITING MINIMUM PREMIUM OF \$1264 WHEN CANCELLED BY THE INSURED.</p> | | | | TOTAL ADVANCE PREMIUMS | | \$ 2,777. | \$ |

*Premium Basis: (a) Area (per 1,000 square feet)
 (c) Total Cost (per \$1,000 of Total Cost)
 (m) Admissions (per 1,000 admissions)

(b) Payroll (per \$1,000 of payroll)
 (s) Gross Sales (per \$1,000 of Gross Sales)
 (u) Units (per each)

COMMERCIAL GENERAL LIABILITY SCHEDULE

POLICY NO. 3LP 117968

SCHEDULE OF HAZARDS

| CLASSIFICATION DESCRIPTION | CLASS CODE | PREMIUM BASIS* | FOR COMPANY USE ONLY | RATES | | ADVANCE PREMIUM | |
|--|------------|----------------|----------------------|------------------------|----------|----------------------|----------|
| | | | | PREMISES/ OPERATIONS | PRODUCTS | PREMISES/ OPERATIONS | PRODUCTS |
| LEVEE OR WATERFRONT PROPERTY (RIVERFRONT ONLY-NO BUILDINGS OR STRUCTURES) | 44444 | | | FLAT CHARGE | | \$2,278. | |
| MISSOURI LOCATIONS | | | | | | | |
| CHARLES WEST MOORING ST. LOUIS, MO. 63102 (UPPER MISSISSIPPI RIVER - MILE 177) | | | | | | INCL. | |
| GEORGE STREET FLEET ST. LOUIS, MO. 63102 (UPPER MISSISSIPPI RIVER - MILE 177) | | | | | | INCL. | |
| RIVER DES PERES FLEET ST. LOUIS, MO 63102 (UPPER MISSISSIPPI RIVER - MILE 171.5) | | | | | | INCL. | |
| LOWER NOTRE DAME FLEET ST. LOUIS, MO. 63102 (UPPER MISSISSIPPI RIVER - MILE 171) | | | | | | INCL. | |
| CHESLEY ISLAND FLEET KIMMSWICH, MO. 63053 (UPPER MISSISSIPPI RIVER - MILE 160.5) | | | | | | INCL. | |
| DONALD J. BRAUCH FLEET, KIMMSWICK MO. 63053 (UPPER MISSISSIPPI RIVER - MILE 160) | | | | | | INCL. | |
| | | | | TOTAL ADVANCE PREMIUMS | | \$ 2,278. | \$ |

*Premium Basis: (a) Area (per 1,000 square feet)
(c) Total Cost (per \$1,000 of Total Cost)
(m) Admissions (per 1,000 admissions)

(p) Payroll (per \$1,000 of payroll)
(s) Gross Sales (per \$1,000 of Gross Sales)
(u) Units (per each)

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II — WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V — DEFINITIONS.

SECTION I — COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS — COVERAGES A AND B. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence." The "occurrence" must take place in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages. But:

- (1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE;
- (2) We may investigate and settle any claim or "suit" at our discretion; and
- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

- b. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

- c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions.

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages

(1) Assumed in a contract or agreement that is an "insured contract;" or

(2) That the insured would have in the absence of the contract or agreement

- c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person.

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol.

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages

- d. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law

- e. "Bodily injury" to

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity, and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

**COMMERCIAL GENERAL LIABILITY
COVERAGE FORM**

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

- (a) At or from premises you own, rent or occupy;
- (b) At or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible, or
- (d) At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:
 - (i) if the pollutants are brought on or to the site or location in connection with such operations, or
 - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants

(2) Any loss, cost, or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and loading or unloading.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.8).

h. "Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. "Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in your care, custody or control;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

k. "Property damage" to "your product" arising out of it or any part of it.

- l. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- m. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work;" or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

- n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product;"
- (2) "Your work;" or
- (3) "Impaired property;"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in SECTION III — LIMITS OF INSURANCE.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B. We will have the right and duty to defend any "suit" seeking those damages. But:

- (1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE;

- (2) We may investigate and settle any claim or "suit" at our discretion; and

- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

- b. This insurance applies to "personal injury" only if caused by an offense:

- (1) Committed in the "coverage territory" during the policy period; and
- (2) Arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

- c. This insurance applies to "advertising injury" only if caused by an offense committed:

- (1) In the "coverage territory" during the policy period; and
- (2) In the course of advertising your goods, products or services.

2. Exclusions.

This insurance does not apply to

- a. "Personal injury" or "advertising injury"

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or
- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement

- b. "Advertising injury" arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

**COMMERCIAL GENERAL LIABILITY
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COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement.

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions.

We will not pay expenses for "bodily injury"

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard."
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from work.
5. All costs taxed against the insured in the "suit."
6. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II — WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
 - a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:

COMMERCIAL GENERAL LIABILITY
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(1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment; or

(2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or

(3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).

b. Any person (other than your employee), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-employee of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C; and

b. Damages under Coverage A and Coverage B, except damages because of injury and damage included in the "products-completed operations hazard."

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the "products-completed operations hazard."

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A; and

b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence."

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Claim Or Suit.

a. You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:

(1) How, when and where the "occurrence" took place; and

(2) The names and addresses of any injured persons and witnesses.

b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit."

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit;"

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit;" and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work;"

(2) That is Fire insurance for premises rented to you; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit.

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V — DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

**COMMERCIAL GENERAL LIABILITY
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5. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work," or
- b. Your fulfilling the terms of the contract or agreement

6. "Insured contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f. An elevator maintenance agreement; or
- g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement

- a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- b. Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in a. above and supervisory, inspection or engineering services; or

c. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

7. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto;"
- b. While it is in or on an aircraft, watercraft or "auto;" or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos:"

 - (1) Equipment designed primarily for:
 - (a) Snow removal;

COMMERCIAL GENERAL LIABILITY
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- (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
10. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
11. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
- (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned.
- b. "Your work" will be deemed completed at the earliest of the following times:
- (1) When all of the work called for in your contract has been completed.
 - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- c. This hazard does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
 - (3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.
12. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.
13. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.
14. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
15. "Your work" means:
- a. Work or operations performed by you or on your behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
- "Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.

EXCLUSION – ASBESTOS

It is agreed that this policy does not apply to any liability for bodily injury, sickness, disease, disability or shock including death at any time resulting therefrom caused by the following diseases:

1. Asbestosis
2. Mesothelioma
3. Emphysema
4. Pneumoconiosis
5. Pulmonary Fibrosis
6. Pleuritis
7. Endothelioma

or any lung disease or any ailment caused by, or aggravated by inhalation, consumption or absorption of asbestos fibers or dust.

It is further agreed that the Company shall not have any duty to defend any suit against the insured seeking damage on account of bodily injury, sickness, disease, disability or shock including death at any time resulting therefrom caused by Asbestosis, Mesothelioma, Emphysema, Pneumoconiosis, Pulmonary Fibrosis, Pleuritis and Endothelioma.

| | |
|--|---|
| Company Name NATIONAL FIRE & MARINE INS. CO. | Policy Number |
| Named Insured | Endorsement Effective Countersigned by |

(Authorized Representative)

**AMENDATORY ENDORSEMENT
EXCLUSION OF PROPERTY DAMAGE**
(to property in the care, custody or control of the insured)

It is agreed that SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY 2. Exclusions. j. is amended to read as follows:

This insurance does not apply to:

j. "Property damage" to:

- (1) Property you own, rent, or occupy,
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in your care, custody or control or the care, custody and control of your employees or agents
- (5) That particular part of real property on which you or your employees or any contractors or subcontractors working directly or indirectly on your behalf or performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products - completed operations hazard".

All other terms, conditions and agreements of the policy shall remain unchanged.

| | |
|---|---|
| Company Name NATIONAL FIRE & MARINE INS. CO. | Policy Number |
| Named Insured | Endorsement Effective Countersigned by |

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

NOTICE OF SERVICE OF SUIT
"APPLIES TO MISSOURI LOCATIONS ONLY"

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In the event you feel that we have failed to pay a claim according to the terms of the policy, you may start suit against us. We will obey the order of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give the Court jurisdiction, and all such matters shall be determined according to the law and practice of the Court.

In any suit brought against us concerning your policy, we will abide by the final decision of the Court, including any Appellate Court in the event of an appeal.

Service of Suit may be made upon Roland Miller, President, National Fire & Marine Insurance Company, 3024 Harney Street, Omaha, Nebraska, 68131. He is authorized and directed to accept Service of Suit on our behalf and/or provide written notice that we will appear in Court if suit is instituted.

If required by your state statutes, we hereby designate the Commissioner of Insurance, or any other officer specified by the statute, or his successors in office, as our true and lawful attorney for Service of Suit instituted by you, or on your behalf, or on behalf, of your beneficiary, in regard to your policy, and designate that such process, should be mailed to Roland Miller, President, at the Company Home Office address.

All other terms, conditions and agreements remain unchanged.

| | |
|--|-----------------------|
| NATIONAL FIRE & MARINE INSURANCE COMPANY | Policy Number |
| Named Insured | Endorsement Effective |
| | Countersigned by |

(Authorized Representative)

**PUNITIVE DAMAGE EXCLUSION
DUTY TO DEFEND AMENDMENT**

"APPLIES TO MISSOURI LOCATIONS ONLY")

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under all coverage forms and is effective on the inception date of the policy or on the date shown below.

The insuring agreement is amended to provide that this insurance does not apply to any sums awarded as punitive damages

The Company has the right and duty to defend any suit asking for damages covered by this policy. However, the Company has no duty to defend suits for bodily injury or property damage not covered by this policy. The Company has the right to defend any suit against the insured which seeks both punitive damages and damages covered in the insuring agreement. However, the Company has no duty to defend any suit seeking only punitive damages or where the remaining allegations of a complaint seek only punitive damages, and the Company shall have the right to settle that part or parts of a suit seeking damages other than punitive

In the event of a conflict of interest between the insured and the Company due to allegations of punitive damage or due to other allegations not covered by the insuring agreement, the Company shall not be obligated to retain separate counsel to represent the interests of the insured with respect to defense of non-covered allegations, but the insured shall have the right to retain separate counsel at the insured's expense to serve as co-counsel. The Company shall not be required to relinquish control of the defense to such co-counsel so long as covered allegations remain in the suit.

All other terms, conditions and agreements of the policy shall remain unchanged

| | |
|---|--------------------------------------|
| Company Name NATIONAL FIRE & MARINE INS. CO. | Policy Number |
| Named Insured | Endorsement Effective |
| | Countersigned by |

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE HAZARD (SPECIFIED OPERATIONS EXCEPTED)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

**Location & Description
Operations**

Covered Hazard(s)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. This insurance does not apply to "property damage" arising out of the "explosion hazard," the "collapse hazard" or the "underground property damage hazard."

This exclusion does not apply to:

- a. Operations performed for you by others.
- b. "Property Damage" included within the "products-completed operations hazard;" or
- c. Any operation described in the Schedule above, if any of these hazards is entered as a covered hazard.

2. The following additional definitions apply:

"Explosion hazard" includes property damage arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

"Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.

"Structural property damage" means the collapse of or structural injury to any building or structure due to:

- (1) Grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, coffer-dam work or caisson work; or
- (2) Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

"Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

"Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

PUNITIVE DAMAGES EXCLUSION ENDORSEMENT**"APPLIES TO ILLINOIS LOCATIONS ONLY"**

It is agreed that as of the effective date hereof the policy is changed in the following particulars:

It is part of the conditions of this policy that the Company shall not be liable for any damages awarded against an Insured as punitive or exemplary damages, except that if a suit shall have been brought against the insured with respect to a claim for acts or alleged acts falling within the coverage hereof, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action without liability, however, for such punitive or exemplary damages.

All other terms, conditions and agreements of the policy shall remain unchanged.

| | |
|---|---|
| Company Name NATIONAL FIRE & MARINE INS. CO. | Policy Number |
| Named Insured | Endorsement Effective Countersigned by |

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

NATIONAL FIRE & MARINE INSURANCE COMPANY

FM-3682 (7/85)

NOTICE OF SERVICE OF SUIT**"APPLIES TO ILLINOIS LOCATIONS ONLY"****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

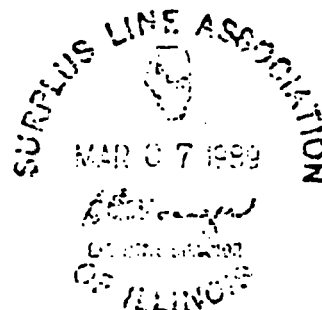
In the event you feel that we have failed to pay a claim according to the terms of the policy, you may start suit against us. We will obey the order of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give the Court jurisdiction, and all such matters shall be determined according to the law and practice of the Court.

In any suit brought against us concerning your policy, we will abide by the final decision of the Court, including any Appellate Court in the event of an appeal.

Service of Suit may be delivered to the following agent: **PAULA L. LEE**
P.O. BOX 92
COLUMBIA, IL. 62236

This agent is authorized and directed to accept Service of Suit on our behalf and/or provide written notice that we will appear in Court if suit is instituted.

We hereby designate the Illinois Director of Insurance, or his successors in office, as our true and lawful attorney for Service of Suit instituted by you, or on your behalf, or on behalf of your beneficiary, in regard to your policy.



All other terms, conditions and agreements remain unchanged.

| | |
|---|--|
| NATIONAL FIRE & MARINE INSURANCE COMPANY | Policy Number 3LP 117968 |
| Named Insured EAGLE MARINE, INC. | Endorsement Effective 3/2/89 |
| | Countersigned by GATEWAY UNDERWRITERS AGENCY INC D. ALAN MARLETTE |

(Authorized Representative)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

| Coverage | SCHEDULE | Amount and Basis of Deductible |
|--|----------|---------------------------------------|
| Bodily Injury Liability | | \$ 250 per claim \$ per occurrence |
| Property Damage Liability | | \$ 250 per claim \$ per occurrence |
| Bodily Injury Liability and Property Damage Liability Combined | | \$ per claim \$ per occurrence |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage" however caused.) -

1. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages, and the limits of insurance applicable to "each occurrence" for such coverages will be reduced by the amount of such deductible. "Aggregate" limits for such coverages shall not be reduced by the application of such deductible amount.
 2. The deductible amounts stated in the Schedule apply as follows:
 - A. PER CLAIM BASIS - if the deductible is on a "per claim" basis, the deductible amount applies:
 1. Under the Bodily Injury Liability or Property Damage Liability Coverage, respectively:
 - a. To all damages because of "bodily injury" sustained by one person, or
 - b. To all damages because of "property damage" sustained by one person or organization, as the result of any one "occurrence."
 - B. PER OCCURRENCE BASIS - if the deductible is on a "per occurrence" basis, the deductible amount applies:
 1. Under the Bodily Injury Liability or Property Damage Liability Coverage, respectively:
 - a. To all damages because of "bodily injury" as the result of any one "occurrence," or
 - b. To all damages because of "property damage" as the result of any one "occurrence,"
- regardless of the number of persons or organizations who sustain damages because of that "occurrence."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION — PRODUCTS — COMPLETED OPERATIONS:
HAZARD**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

This insurance does not apply to "bodily injury" or "property damage" included within the "products — completed operations hazard."

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—COVERAGE C—MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description and Location of Premises:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any locations shown in the Schedule, coverage C. MEDICAL PAYMENTS (Section I) does not apply and none of the references to it in the Coverage Part apply.

The following is added to SUPPLEMENTARY PAYMENTS (Section I):

- 8. Expenses incurred by the insured for first aid to others at the time of an accident for "bodily injury" to which this insurance applies.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

COVERAGE B (Section I) does not apply and none of the references to it in the Coverage Part apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

Definition 6. "insured contract" of the DEFINITIONS section is replaced by the following:

"Insured Contract" means any written:

1. Lease of premises;
2. Easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad;
3. Indemnification of a municipality as required by ordinance, except in connection with work for the municipality;
4. Sidetrack agreement or any easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade; or
5. Elevator maintenance agreement.

An "insured contract" does not include that part of any contract or agreement that indemnifies any person or organization for damage by fire to premises rented or loaned to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—FIRE DAMAGE LEGAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

1. The last paragraph of 2. EXCLUSIONS under Coverage A. (Section I) does not apply.
2. Paragraph 6. of LIMITS OF INSURANCE (Section III) does not apply.
3. Any reference in the Declarations to "Fire Damage Legal Liability" does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — NEW ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Part 4. of WHO IS AN INSURED (Section II) does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—EMPLOYEES AS INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Part 2.a. of WHO IS AN INSURED (Section II) does not apply.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Premises:

Project:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury," "property damage," "personal injury," "advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

MISSOURI CHANGES – CANCELLATION AND NONRENEWAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART**

A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:**
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;**
 - b. 10 days before the effective date of cancellation if cancellation is for one or more of the following reasons:**
 - (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;**
 - (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;**
 - (3) We become insolvent; or,**
 - (4) We involuntarily lose reinsurance for this policy.**
 - c. 60 days before the effective date of cancellation if we cancel for any other reason.**

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

- 1. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.**
- 2. If notice is mailed, proof of mailing will be sufficient proof of notice.**

All other terms, conditions and agreements of the policy shall remain unchanged.

| | |
|---------------|-----------------------|
| Company Name | Policy Number |
| | Endorsement Effective |
| Named Insured | Countersigned by |

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form) (Not Applicable in New York)

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom.

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material";

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility";

"Nuclear facility" means

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel" or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY
FEDERAL KEMPER INSURANCE COMPANY



CLASS B

WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY POLICY

Non-assessable

LUMBERMENS MUTUAL CASUALTY COMPANY

A mutual insurance company,
herein called the Company.

Home Office:

Long Grove, IL 60049

AMERICAN MOTORISTS INSURANCE COMPANY

A stock insurance company,
herein called the Company

Home Office:

Long Grove, IL 60049

AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

A mutual insurance company,
herein called the Company.

Home Office:

Long Grove, IL 60049

FEDERAL KEMPER INSURANCE COMPANY

A stock insurance company,
herein called the Company

Home Office:

2001 East Mound Road, Decatur, IL 62526

The company providing the insurance afforded by this policy is
designated on the Declarations Page.

The annual meeting of the Lumbermens Mutual Casualty
Company is held at its home office in Long Grove, IL, on the
third Tuesday in May of each year at eleven o'clock A.M.

The annual meeting of the American Manufacturers Mutual
Insurance Company is held at its home office in Long Grove, IL,
on the first Thursday following the third Tuesday in May of each
year at eleven o'clock A.M.

The company agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I. Coverage A—Workmen's Compensation

To pay promptly when due all compensation and other benefits required of the insured by the workmen's compensation law.

Coverage B—Employers' Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom.

(a) sustained in the United States of America, its territories or possessions, or Canada by any employee of the insured arising out of and in the course of his employment by the insured either in operations in a state designated in Item 3 of the declarations or in operations necessary or incidental thereto, or

(b) sustained while temporarily outside the United States of America, its territories or possessions, or Canada by any employee of the insured who is a citizen or resident of the United States or Canada arising out of and in the course of his employment by the insured in connection with operations in a state designated in Item 3 of the declarations; but this insurance does not apply to any suit brought in or any judgment rendered by any court outside the United States of America, its territories or possessions, or Canada or to an action on such judgment wherever brought.

II. Defense, Settlement, Supplementary Payments

As respects the insurance afforded by the other terms of this policy the company shall:

(a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;

(b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended proceeding or suit, but without any obligation to apply for or furnish any such bonds;

(c) pay all expenses incurred by the company, all costs taxed against the insured in any such proceeding or suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

(d) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request.

The amounts incurred under this insuring agreement, except settlements of claims and suits, are payable by the company in addition to the amounts payable under coverage A or the applicable limit of liability under coverage B.

III. Definitions

(a) **Workmen's Compensation Law.** The unqualified term "workmen's compensation law" means the workmen's compensation law or workers' compensation law and any occupational disease law of a state designated in Item 3 of the declarations, but does not include those provisions of any such law which provide non-occupational disability benefits.

(b) **State.** The word "state" means any State or Territory of the United States of America and the District of Columbia.

(c) **Bodily Injury by Accident; Bodily Injury by Disease.** The contraction of disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident." The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident."

(d) **Assault and Battery.** Under coverage B, assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

IV. Application of Policy

This policy applies only to injury (1) by accident occurring during the policy period, or (2) by disease caused or aggravated by exposure of which the last day of the last exposure, in the employment of the insured, to conditions causing the disease occurs during the policy period.

EXCLUSIONS

This policy does not apply:

(a) under coverages A and B, to operations conducted at or from any workplace not described in Item 1 or 4 of the declarations if the insured has, under the workmen's compensation law, other insurance for such operations or is a qualified self-insurer therefor;

(b) under coverages A and B, unless required by law or described in the declarations, to domestic employment or to farm or agricultural employment;

(c) under coverage B, to liability assumed by the insured under any contract or agreement, but this exclusion does not apply to a warranty that work performed by or on behalf of the insured will be done in a workmanlike manner;

(d) under coverage B, (1) to punitive or exemplary damages on account of bodily injury to or death of any employee employed in violation of law, or (2) with respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof;

(e) under coverage B, to bodily injury by disease unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such injury or death resulting therefrom;

(f) under coverage B, to any obligation for which the insured or any carrier as his insurer may be held liable under the workmen's compensation or occupational disease law of a state designated in Item 3 of the declarations, any other workmen's compensation or occupational disease law, any unemployment compensation or disability benefits law, or under any similar law.

CONDITIONS

(Unless otherwise noted, conditions apply to all Coverages.)

I. Premium. The premium bases and rates for the classifications of operations described in the declarations are as stated therein and for classifications not so described are those applicable in accordance with the manuals in use by the company. This policy is issued by the company and accepted by the insured with the agreement that if any change in classifications, rates or rating plans is or becomes applicable to this policy under any law regulating this insurance or because of any amendments affecting the benefits provided by the workmen's compensation law, such change with the effective date thereof shall be stated in an endorsement issued to form a part of this policy.

When used as a premium basis, "remuneration" means the entire remuneration, computed in accordance with the manuals in use by the company, earned during the policy period by (a) all executive officers and other employees of the insured engaged in operations covered by this policy, and (b) any other person performing work which may render the company liable under this policy for injury to or death of such person in accordance with the workmen's compensation law. "Remuneration" shall not include the remuneration of any person within division (b) foregoing if the insured maintains evidence satisfactory to the company that the payment of compensation and other benefits under such law to

ATTACH DECLARATIONS PAGE, EXTENSION SCHEDULES AND ENDORSEMENTS

This is not a complete and valid contract without an accompanying Declarations Page properly countersigned.

CONDITIONS (Continued)

such person is secured by other valid and collectible insurance or by any other undertaking approved by the governmental agency having jurisdiction thereof.

If the declarations provide for adjustment of premium on other than an annual basis, the insured shall pay the deposit premium to the company upon the inception of this policy and thereafter interim premiums shall be computed in accordance with the manuals in use by the company and paid by the insured promptly after the end of each interval specified in the declarations. The deposit premium shall be retained by the company until termination of this policy and credited to the final premium adjustment.

The insured shall maintain records of the information necessary for premium computation on the bases stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct. If the insured does not furnish records of the remuneration of persons within division (b) of the definition of remuneration foregoing, the remuneration of such persons shall be computed in accordance with the manuals in use by the company.

The premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium shall be computed in accordance with the rules, rates, rating plans, premiums and minimum premiums applicable to this insurance in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the premium previously paid, the insured shall pay the excess to the company; if less, the company shall return to the insured the unearned portion paid by the insured. All premiums shall be fully earned whether any workmen's compensation law, or any part thereof, is or shall be declared invalid or unconstitutional.

2. Long Term Policy. If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve months period, or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period. The earned premium for each such period shall be computed as provided by Condition 1 of this policy, subject, except as otherwise provided in the manuals in use by the company with respect to classifications of operations for which this policy provides a per capita premium basis, to the following provisions:

(a) The premium rates for the first consecutive period shall be those stated in the declarations and those applicable for such period in accordance with the manuals in use by the company;

(b) The premium bases, classifications of operations, rates, rating plans, premiums and minimum premiums for each such subsequent period shall be those applicable for such period in accordance with the manuals in use by the company.

3. Partnership or Joint Venture as Insured. If the insured is a partnership or joint venture, such insurance as is afforded by this policy applies to each partner or member thereof as an insured only while he is acting within the scope of his duties as such partner or member.

4. Inspection and Audit. The company and any rating authority having jurisdiction by law shall each be permitted but not obligated to inspect at any reasonable time the workplaces, operations, machinery and equipment covered by this policy. Neither the right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the insured or others, to determine or warrant that such workplaces, operations, machinery or equipment are safe or healthful, or are in compliance with any law, rule or regulation.

The company and any rating authority having jurisdiction by law shall each be permitted to examine and audit the insured's payroll records, general ledger, disbursements, vouchers, contracts, tax reports and all other books, documents and records of any and every kind at any reasonable time during the policy period and any extension thereof and within three years after termination of this policy, as far as they show or tend to show or verify the amount of remuneration or other premium basis, or relate to the subject matter of this insurance.

5. Notice of Injury. When an injury occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the injured and of available witnesses.

6. Notice of Claim or Suit. If claim is made or suit or other proceeding is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. Assistance and Cooperation of the Insured. The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits or proceedings. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and other services at the time of injury as are required by the workmen's compensation law.

8. Statutory Provisions, Coverage A. The company shall be directly and primarily liable to any person entitled to the benefits of the workmen's compensation law under this policy. The obligations of the company may be enforced by such person, or for his benefit by any agency authorized by law, whether against the company alone or jointly with the insured. Bankruptcy or insolvency of the insured or of the insured's estate, or any default of the insured, shall not relieve the company of any of its obligations under coverage A.

As between the employee and the company, notice or knowledge of the injury on the part of the insured shall be notice or knowledge, as the case may be, on the part of the company; the jurisdiction of the insured, for the purposes of the workmen's compensation law, shall be jurisdiction of the company and the company shall in all things be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against the insured in the form and manner provided by such law and within the terms, limitations and provisions of this policy not inconsistent with such law.

All of the provisions of the workmen's compensation law shall be and remain a part of this policy as fully and completely as if written herein, so far as they apply to compensation and other benefits provided by this policy and to special taxes, payments into security or other special funds, and assessments required of or levied against compensation insurance carriers under such law.

The insured shall reimburse the company for any payments required of the company under the workmen's compensation law, in excess of the benefits regularly provided by such law, solely because of injury to (a) any employee by reason of the serious and wilful misconduct of the insured, or (b) any employee employed by the insured in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof.

Nothing herein shall relieve the insured of the obligations imposed upon the insured by the other terms of this policy.

9. Limits of Liability, Coverage B. The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom," in coverage B include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment. The limit of liability stated in the declarations for coverage B is the total limit of the company's liability for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by one or more employees in any one accident. The limit of liability stated in the declarations for coverage B is the total limit of the company's liability for all damages because of bodily injury by disease, including death at any time resulting therefrom, sustained by one or more employees of the insured in operations in any one state designated in Item 3 of the declarations or in operations necessary or incidental thereto.

The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

CONDITIONS (Continued)

10. Action Against Company, Coverage B. No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations under coverage B.

11. Other Insurance. If the insured has other insurance against a loss covered by this policy, the company shall not be liable to the insured hereunder for a greater proportion of such loss than the amount which would have been payable under this policy, had no such other insurance existed, bears to the sum of said amount and the amounts which would have been payable under each other policy applicable to such loss, had each such policy been the only policy so applicable.

12. Subrogation. In the event of any payment under this policy, the company shall be subrogated to all rights of recovery thereafter of the insured and any person entitled to the benefits of this policy against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

13. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

14. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon. If, however,

during the policy period the insured shall die, and written notice is given to the company within thirty days after the date of such death, this policy shall cover the insured's legal representative as insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed or delivered, after such death, to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

15. Cancellation. This policy may be canceled by the insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the insured or by the company shall be equivalent to mailing.

If the insured cancels, unless the manuals in use by the company otherwise provide, earned premium shall be (1) computed in accordance with the customary short rate table and procedure and (2) not less than the minimum premium stated in the declarations. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the insured.

When the insurance under the workmen's compensation law may not be canceled except in accordance with such law, this condition so far as it applies to the insurance under this policy with respect to such law, is amended to conform to such law.

16. Terms of Policy Conformed to Statute, Coverage A. Terms of this policy which are in conflict with the provisions of the workmen's compensation law are hereby amended to conform to such law.

17. Declarations. By acceptance of this policy the insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

As respects the company previously designated, the following correlative provision forms a part of this policy:

Mutual Policy Conditions.

LUMBERMEN'S MUTUAL
CASUALTY COMPANY

AMERICAN MANUFACTURERS
MUTUAL INSURANCE COMPANY

This is a perpetual mutual corporation owned by and operated for the benefit of its members. This is a non-assessable, participating policy under which the Board of Directors in its discretion may determine and pay unabsorbed premium deposit refunds (dividends) to the insured.

As respects the State of Texas, such provision is amended to read as follows:

Mutuals—Membership and Voting Notice. The insured is notified that by virtue of this policy he is a member of the company so designated, and is entitled to vote either in person or by proxy at any and all meetings of said company. The Annual Meetings are held in its Home Office at the place and time stated on the front cover.

Mutuals—Participation Clause Without Contingent Liability. No Contingent Liability: This policy is non-assessable. The policyholder is a member of such company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

Dividends.

AMERICAN MOTORISTS
INSURANCE COMPANY

FEDERAL KEMPER
INSURANCE COMPANY

The insured shall participate in the earnings of the company to such extent and upon such conditions as shall be determined by the Board of Directors of the company in accordance with Law and as made applicable to this policy provided the insured shall have complied with all of the terms of this policy with respect to the payment of premium.

As respects the State of Texas, such provision is amended to read as follows:

Dividend Provision—Participating Companies. The named insured shall be entitled to participate in a distribution of the surplus of the company, as determined by its Board of Directors from time to time, after approval in accordance with the provisions of the Texas Insurance Code, of 1951, as amended.

As respects the State of California, the Mutual Policy Conditions and the Dividends Condition are supplemented by the following paragraph:


Participating Provision. The insured may participate in the earnings of the company represented by surplus accumulated from premiums on California workmen's compensation policies to the extent and upon the conditions determined by the Board of Directors of the company in accordance with law after the expiration of the policy period to which the dividend is applicable, provided that no dividend shall be payable hereunder unless the insured has complied with the terms of the policy in respect to the payment of premium.

IN WITNESS WHEREOF, the company designated on the Declarations Page has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the company.


LUMBERMEN'S MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

FEDERAL KEMPER INSURANCE COMPANY


Secretary


President


Secretary


President

INT. IDENTIFICATION NO.

☒ Lumbermens Mutual
Casualty Company☐ American Motorists
Insurance Company☐ American Manufacturers
Mutual Insurance Company☐ Federal Kemper
Insurance Company

Workers' Compensation & Employer's Liability Policy Number

7CL 471 240

DECLARATIONS

1. Name of Insured

RIVERPORT TERMINAL & FLEETING COMPANY

Address

(Number -- Street -- City or Post Office -- County -- State -- Zip Code)

112 N. 4TH STREET, ST. LOUIS, MISSOURI 63102☐ Individual ☐ Partnership ☒ Corporation ☐ Other

Locations - All usual workplaces of the Insured at or from which Operations Covered by this Policy are conducted are located at the above Address unless Otherwise stated herein:

SAUGET, ILLINOIS

2. Policy Period:

From **DECEMBER 9, 1977**
To **DECEMBER 9, 1978**12:01 A.M. Standard Time at the Address
of the Insured as stated herein.

3. Coverage A of this Policy applied to the Workers' Compensation and any Occupational Disease Law of Each of the following states:

ILLINOIS (NONE)

4. ASSIMILATION OF OPERATIONS

This Policy is subject to the terms, conditions, coverages, exclusions, and limitations of the Policy, and the Policy is subject to the terms, conditions, coverages, exclusions, and limitations of the Policy.

| Code | Particulars | Rate | Amount |
|-------|------------------|--------|--------|
| 7309F | STEVEDORING: NOC | 30,000 | 22.20 |
| | PREMIUM DISCOUNT | | 619.00 |

STEVEDORING: NOC**7309F****30,000****22.20****6,660.00****PREMIUM DISCOUNT****619.00**Minimum Premium \$ **500.00**Total Estimated Premium \$ **6,041.00**

If indicated below, Interim Adjustments of Premium shall be made:

☐ Semi-Annually ☐ Quarterly ☐ MonthlyDeposit Premium \$ **6,041.00**

5. Limit of Liability for Coverage B—Employer's Liability

\$ **100,000**. Subject to all the terms of this Policy having Reference Thereto.

Countersigned at

CHICAGO, ILLINOIS

Countersignature Date

Month Day Year
10 15 77Countersignature of Licensed
Resident Agent**7-15-77**

CK3-2 50M 4-77

PRINTED IN U.S.A.

This risk is classified as Class "B." The Insured is notified that under current declarations of the Board of Directors, no dividends are being declared on this class.

Workmen's Compensation and Employers' Liability Policy

**UNITED STATES LONGSHOREMEN'S AND HARBOR WORKERS'
COMPENSATION ACT ENDORSEMENT**

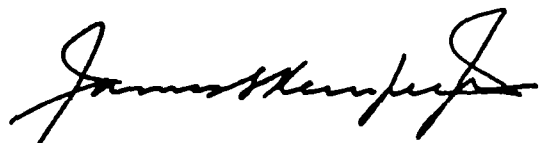
It is agreed that:

1. With respect to operations in a state designated in Item 3 of the declarations, the unqualified term "workmen's compensation law" includes the United States Longshoremen's and Harbor Workers' Compensation Act, U. S. Code (1946) Title 33, Sections 901-49, and Definition (a) of Insuring Agreement III is amended accordingly.
2. With respect to operations subject to the said Longshoremen's and Harbor Workers' Compensation Act, the states, if any, named below, shall be deemed to be designated in Item 3 of the declarations.

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached.

| | | |
|---------------------------------------|-----------|-----------------|
| NAMED INSURED | | |
| Riverport Terminal & Fleeting Company | | |
| POLICY NUMBER | ENDT. NO. | EFFECTIVE DATE* |
| 7CL 471 240 | 1 | 12/9/77 |



*Completion necessary only when issued subsequent to policy preparation.

Workers' Compensation and Employers' Liability Policy

LONGSHOREMEN'S AND HARBOR WORKERS' PREMIUM ENDORSEMENT

In consideration of the coverage provided under the United States Longshoremen's and Harbor Workers' Compensation Act Endorsement attached to the policy, it is understood and agreed that the insured will maintain a separate and accurate record of the remuneration of all employees engaged in operations subject to the said United States Longshoremen's and Harbor Workers' Compensation Act.

It is further understood and agreed that, excepting classifications whose code numbers are followed by the letter F, the premium for such coverage shall be computed on the basis of the applicable classification rate or rates for coverage under the specified State Workmen's Compensation Act increased by the percentages as shown in the schedule below.

Schedule of States by Percentages

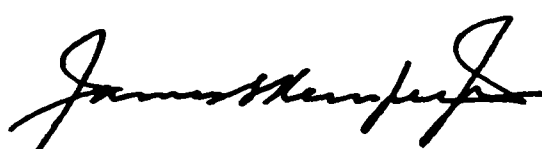
| 34 % | % | % | % | None |
|----------|---|---|---|------|
| Illinois | | | | |

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached.

| | | |
|--|-----------|-----------------|
| NAMED INSURED Riverport Terminal & Fleetng Company | | |
| POLICY NUMBER | ENRY. NO. | EFFECTIVE DATE* |
| 7CL 471 240 | 2 | 12/9/77 |

*Completion necessary only when issued subsequent to policy preparation.



EXECUTIVE OFFICERS
VOLUNTARY COMPENSATION ENDORSEMENT—ILLINOIS (CONT'D)
(Including Bodily Injury By Disease)

The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom," in coverage B include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment. The limit of liability stated in Item 2 of the schedule as applicable to "each employee" is the total limit of the company's liability for all damages because of bodily injury by accident, including death resulting therefrom, sustained by one employee in any one accident; and, subject to the foregoing provision respecting "each employee", the limit of liability stated in Item 2 of the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury, including death resulting therefrom, sustained by two or more employees in any one accident.

The limit of liability stated in Item 2 of the schedule as applicable to "each employee" is the total limit of the company's liability for all damages because of bodily injury by disease, including death resulting therefrom, sustained by one employee; and, subject to the foregoing provision respecting "each employee", the limit of liability stated in Item 2 of the schedule as applicable to "aggregate disease" is the total limit of the company's liability for all damages because of bodily injury by disease, including death resulting therefrom, sustained by employees in operations in any one state.

The limits of liability stated herein are in lieu of and shall not be cumulative with any limit of liability stated elsewhere in the policy. The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

SCHEDULE

| 1. <u>Group of Employees</u> | <u>State of Operations</u> | <u>Designated Workmen's Compensation Law</u> |
|------------------------------|----------------------------|---|
| Executive Officers | Illinois | Workmen's Compensation Act of Illinois Workmen's Occupational Diseases Act of Illinois |

2. Limits of Liability:

| <u>Bodily Injury by Accident</u> | | <u>Bodily Injury by Disease</u> | |
|----------------------------------|---------------|---------------------------------|-------------------------------|
| \$ 100,000 | each employee | \$ 100,000 | each employee |
| \$ 100,000 | each accident | \$ 100,000 | aggregate disease (per state) |

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached.

| | | |
|---|-----------|----------------|
| NAMED INSURED Riverport Terminal & Fleetng Company | | |
| POLICY NUMBER | ENOT. NO. | EFFECTIVE DATE |
| 7CL 471 240 | 3 | 12/9/77 |

James H. Kemp

*Completion necessary only when issued subsequent to policy preparation.



Workers' Compensation and Employers' Liability Policy

PREMIUM DISCOUNT ENDORSEMENT

It is agreed that:

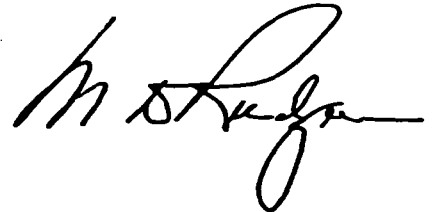
1. **Standard Premium; Total Standard Premium.** The premium for each state in which the policies designated in Paragraph 3 hereof are effective, computed in accordance with the provisions of such policies, other than this or any other premium discount endorsement and exclusive of the application of any retrospective rating plan, any automatic premium adjustment endorsement, any premium return plan endorsement shall be known as the Standard Premium for that state. The sum of such Standard Premium for all states in which such policies are effective shall be known as the Total Standard Premium.
2. **Computation of Premium Discount.**
 - (a) If none of the Standard Premiums for the states named in the Table of Premium Discount Percentages in use by the Company on the effective date of this policy is subject to retrospective rating, the Standard Premium for each such state shall be subject to the applicable discount, based on the Total Standard Premium, stated in the Company's Table of Premium Discount Percentages for that state.
 - (b) So much of the Total Standard Premium as is subject to retrospective rating shall not be subject to discount. If a portion of the Standard Premiums for such states is subject to a retrospective rating plan, the discount on that portion of such premiums not subject to retrospective rating shall be the difference between (1) the discount which would be obtained in (a) foregoing if none of the Total Standard Premium were subject to retrospective rating, and (2) the discount which would be obtained in (a) if only premium subject to retrospective rating were included in the computations.
3. **Schedule.**

| POLICY NUMBERS | ESTIMATED STANDARD PREMIUM |
|----------------|----------------------------|
| 7CL 471 240 | TOTAL \$ 6,660.00 |

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached.

| | | |
|---|-----------|-----------------|
| NAME INSURED Riverport Terminal & Fleeting Company | | |
| POLICY NUMBER | ENDT. NO. | EFFECTIVE DATE* |
| 7CL 471 240 | 4 | 12/9/77 |



*Completion necessary only when issued subsequent to policy preparation.

RATE REVISIONS FROM EFFECTIVE DATE ENDORSEMENT

IT IS AGREED THAT THE POLICY HAS BEEN ISSUED AT TENTATIVE RATES BECAUSE AT THE TIME OF POLICY ISSUANCE THE REVISED RATES WERE NOT AVAILABLE.

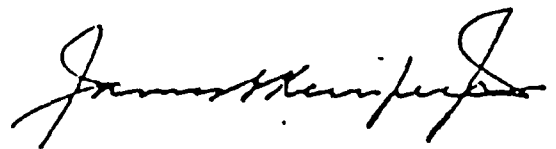
THE REVISED RATES WILL BE OBTAINED AS SOON AS POSSIBLE AND WILL BE STATED IN AN ENDORSEMENT ISSUED TO FORM A PART OF THIS POLICY.

Effective Date: When an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached

| | | |
|---|----------|-----------------|
| NAMED INSURED Riverport Terminal & Fleeting Company | | |
| POLICY NUMBER | END. NO. | EFFECTIVE DATE* |
| 7CL 471 240 | 5 | 12/9/77 |

*Completion necessary only when issued subsequent to policy preparation.



WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY POLICY

AMENDMENT TO CANCELATION CONDITION ENDORSEMENT—ILLINOIS

It is agreed that with respect to such insurance as is afforded by the policy by reason of the designation of Illinois in Item 3 of the Declarations, the first paragraph of Condition 15 of the policy is replaced by the following:

"This policy may be canceled by the insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. Delivery of such written notice by the insured shall be equivalent to mailing. This policy may be canceled by the company by mailing to the insured at the last known mailing address, written notice stating when thereafter such cancellation shall be effective. If the policy is canceled by the company due to non-payment of premium, written notice of cancellation must be mailed at least 10 days prior to the effective date of such cancellation. If the policy is canceled by the company for any reason other than non-payment of premium, written notice of cancellation must be mailed:

- 1 At least 15 days prior to the effective date of cancellation if the policy has been in force 180 days or less, or
- 2 At least 30 days prior to the effective date of cancellation if the policy has been in force more than 180 days.

A notice of cancellation by the company for other than non-payment of premium shall state, or be accompanied by a statement that upon request of the insured to the company, the company will furnish in writing, the reason or reasons for cancellation. Such request must be made within 30 days after the cancellation effective date. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy.

If the company elects not to renew the policy, it shall mail to the insured, at the last mailing address known by the company, not less than 30 days prior to the expiration date, a notice of its intention not to renew, and such notice shall state, or be accompanied by a statement that upon request of the insured to the company, the company will furnish in writing the reason or reasons for non-renewal. Such request must be made within 30 days after the non-renewal. Notwithstanding the failure of the company to comply with the foregoing, this policy shall terminate on its expiration date, if:

- a) the company has manifested its willingness to renew directly to the insured, or in the case of non-payment of premium, or
- b) the insured has notified the company or its agent or broker that he does not want the policy renewed, or
- c) on the effective date of any other insurance policy procured by the insured as replacement for this policy.

The mailing of notice as aforesaid shall be sufficient proof of notice.

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached.

| | | |
|---|-----------|-----------------|
| NAME INSURED Riverport Terminal & Fleeting Company | | |
| POLICY NUMBER | ENDT. NO. | EFFECTIVE DATE* |
| 7CL 471 240 | 6 | 12/9/77 |

*Completion necessary only when issued subsequent to policy preparation.



AUDIT REQUIREMENTS



So that you may be familiar with various audit requirements for the computation of your policy premium, which is subject to adjustment, we have prepared this leaflet. These adjustments when due are completed either by a Company auditor, or as provided in your policy; the Company will in some cases request you to submit payroll reports. In either case, your following these requirements will make for accurate premium adjustments.

REMUNERATION. The word "remuneration" means gross earnings before deduction including the following:

| | | |
|---------------------------|----------------------------|------------|
| Salaries and Wages | Value of Board and Lodging | Sick Pay |
| Commissions and Bonuses | Value of Merchandise | Piece Work |
| Vacations and Holiday Pay | Any Substitute for Money | |

OVERTIME WAGES. The following rule applies in all states except Delaware, Pennsylvania and Utah on Compensation and Liability payroll reports.

If your records are maintained to show overtime wages separately, by employee and in summary by class of work, there are three possible methods of reducing the amount of your overtime subject to premium charge:

1. Exclusion of the excess portion of overtime wages. For example, if overtime is on a time and one-half basis and the straight time rate of pay is \$1.00 an hour, the excess portion would be 50c.
2. Or, the exclusion of one-third of total wages for overtime work on a time and one-half basis. Using the previous example, the total overtime rate would be \$1.50 per hour and one-third, or .50c per hour, would be deductible.
3. Or, the exclusion of one-half of total wages for overtime work on a double time basis.

Overtime means the amount earned above and in addition to straight time rates of pay.

1. For work in any day or in any week exceeding the number of hours normally worked, but in any event for hours exceeding an eight hour day or a forty hour week, or
2. The amount in addition to straight time rate for work on Saturdays, Sundays or holidays.

EMPLOYEES AVERAGE WEEKLY LIMIT. In some states the amount of remuneration to be included for each employee is subject to an average weekly limit. The limits are shown on the reverse side of this form. If your records are maintained to show separately by employee and in summary by class of work, the total remuneration of each employee averaging over the weekly limit, you may exclude that part of each employee's remuneration exceeding the average in the states having limits. Any part of a week is considered a full week. This deduction is to be made after deductions for overtime.

CLASSIFICATIONS. In all states for Liability and in all states except California and New York for Compensation, the payroll of any one employee cannot be divided between two or more classifications. The entire payroll of each employee is to be assigned to the highest rated classification describing any part of his work.

This rule does not apply to construction, erection or stevedoring work where a division is permitted if your original records disclose the proper allocation. Division of payroll is also permitted for part time aircraft operation in connection with transportation of employees in the conduct of your business if your records disclose the weeks (each day in Texas) in which the employee operates aircraft. For the weeks in which nothing is done the classification otherwise applicable should be used.

If complete and accurate payroll records are kept, division of payroll is permitted in California, except in connection with the Clerical and Salesmen classifications or where division is contrary to a classification phraseology.

In New York, in addition to the exceptions noted above for construction, erection and stevedoring work and for part time aircraft operation, division of a single employee's payroll is permitted in saw mill or logging or lumbering operations and for installation, servicing or other operations performed away from your premises if the classification applying to operations at your premises does not provide for such outside operations.

Explanation of abbreviated New York Workmen's Compensation classification wording:

| | |
|------------------------------|--|
| C = Includes Clerical | COH = Includes Collectors |
| S = Includes Salesmen | ALL = Includes All Operations and Employees other than those covered by the Standard Exception Classifications |
| D = Includes Drivers | |
| Y = Includes Yard Employees | |
| RS = Includes Route Salesmen | |

EXECUTIVE OFFICERS. The payroll of each executive officer is to be included under the classification in which the executive officer is primarily engaged, unless he regularly and frequently performs duties normally undertaken by a superintendent, foreman or workman. Then his payroll is to be assigned to the classification which carries the highest amount of payroll, other than clerical or sales. This rule is subject to the exception for construction, erection, stevedoring and part time aircraft operations shown above under CLASSIFICATIONS.

In New York the payroll of executive officers is to be assigned without division (subject to the part time aircraft operation) to Code 8809, "Executive Officers -", unless an executive officer regularly and frequently performs such duties as are ordinarily performed by a foreman, workman or salesman, in which case his payroll is to be assigned in the same manner as an individual employee who is not an executive officer.

In Texas also the payroll of executive officers is to be assigned without division (subject to the part time aircraft operation) to Code 8809, "Executive Officers -", unless an executive officer regularly and frequently performs such duties as are ordinarily undertaken by superintendents, foremen or workmen.

AUDIT REQUIREMENTS (Cont'd.)

IF YOU ENGAGE SUB-CONTRACTORS. Make sure your sub-contractors comply with the workmen's compensation law and furnish you with certificates of insurance. These will be furnished by the sub-contractor's insurance carriers without cost. Have these certificates available to our auditor so that you will not have to pay additional workmen's compensation premium on your sub-contractor's employees. It is also desirable to check the adequacy of the public liability coverages.

INDIVIDUALS AND CO-PARTNERS

Compensation Policies.

Individuals—Individual employees may be included on a tax status.

Co-Partners—If covered under state compensation law, they are to be included in the classification properly describing their duties.

Liability Policies.

The payroll of individual employees and active partners is to be included under the classification in which they are primarily engaged, unless they regularly and frequently perform duties normally undertaken by a superintendent, foreman or workman. Then their payroll is to be included in the classification which carries the highest amount of payroll. This rule is subject to the exception for construction classification set forth below under CLASSIFICATIONS.

STATE EXCEPTIONS COMPENSATION POLICIES

WORKERS COMPENSATION POLICIES

LIABILITY POLICIES

| State | Employer's Compensation Policy | Liability Policy | Liability Policy | Liability Policy | Liability Policy | Liability Policy |
|-------------------|--------------------------------|------------------|------------------|------------------|------------------|------------------|
| Alabama | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Alaska | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Arizona | None | \$100,000 yr | \$10,000 yr | None | \$100,000 yr | \$10,000 yr |
| Arkansas | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| California | None | \$100,000 yr | \$10,000 yr | None | \$100,000 yr | \$10,000 yr |
| Colorado | None | \$100,000 yr | \$10,000 yr | None | \$100,000 yr | \$10,000 yr |
| Connecticut | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Delaware | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Dist. of Columbia | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Florida | None | \$100,000 yr | \$10,000 yr | None | \$100,000 yr | \$10,000 yr |
| Georgia | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Hawaii | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Idaho | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Illinois | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Indiana | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Iowa | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Kansas | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Kentucky | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Louisiana | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Maine | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Maryland | None | \$100,000 yr | \$10,000 yr | None | \$100,000 yr | \$10,000 yr |
| Massachusetts | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Michigan | None | \$100,000 yr | \$10,000 yr | None | \$100,000 yr | \$10,000 yr |
| Minnesota | None | \$100,000 yr | \$10,000 yr | None | \$100,000 yr | \$10,000 yr |
| Mississippi | None | \$100,000 yr | \$10,000 yr | None | \$100,000 yr | \$10,000 yr |
| Missouri | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Montana | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Nebraska | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Nevada | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| New Hampshire | None | \$100,000 yr | \$10,000 yr | None | \$100,000 yr | \$10,000 yr |
| New Jersey | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| New Mexico | None | \$100,000 yr | \$10,000 yr | None | \$100,000 yr | \$10,000 yr |
| New York | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| North Carolina | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| North Dakota | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Ohio | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Oklahoma | None | \$100,000 yr | \$10,000 yr | None | \$100,000 yr | \$10,000 yr |
| Oregon | None | \$100,000 yr | \$10,000 yr | None | \$100,000 yr | \$10,000 yr |
| Pennsylvania | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Rhode Island | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| South Carolina | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| South Dakota | None | \$100,000 yr | \$10,000 yr | None | \$100,000 yr | \$10,000 yr |
| Tennessee | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Texas | None | \$100,000 yr | \$10,000 yr | None | \$100,000 yr | \$10,000 yr |
| Utah | None | \$100,000 yr | \$10,000 yr | None | \$100,000 yr | \$10,000 yr |
| Vermont | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Virginia | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Washington | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| West Virginia | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Wisconsin | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |
| Wyoming | None | \$100,000 yr | None | \$100,000 yr | \$10,000 yr | \$10,000 yr |

*See Note 1, Attachment